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# AGENDA

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**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, September 15, 2010  
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting  
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

**1.00 Preliminary Matters**

**1.01 Call to Order**

**1.02 Roll Call**

**1.03 Public Comment (Closed Session – Items on Agenda)**

*At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.*

*The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.*

**1.04 Recess to Closed Session**

*Conducted in Accordance with applicable sections of California law. Closed Sessions are not open to the public.*

**1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1))**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment

- a. Staff Aide
- 9. Classified Temporary Assignments
  - a. Information Systems Tech II
  - b. Web/Multimedia Programmer
  - c. Maintenance, Skilled
  - d. Executive Assistant to the President
  - e. Student Financial Aid Coordinator
  - f. Information Systems Tech, Sr.
  - g. Child Care Eligibility Specialist
  - h. Staff Specialist
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

*Public employment materials are available upon request from the Board of Trustees' Office*

**1.04.02 Conference with Legal Counsel: Existing Litigation  
(Pursuant to sub-section "a" of Government Code Section 54956.9)**

Jacobson v. Coast Community College District (Arbitration)  
 Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)  
 Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E  
 Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

**1.04.03 Public Employee Discipline/Dismissal/Release  
(Pursuant to Government Code Section 54957)**

**1.04.04 Conference with Labor Negotiator  
(Pursuant to Code Section 54957.6)**

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

**Employee Organizations:**

Coast Federation of Classified Employees (CFCE),  
 Coast Community College Association-California Teachers Association/National  
 Education Association (CCCA-CTA/NEA),  
 Coast Federation of Educators/American Federation of Teachers (CFE/AFT),  
 Unrepresented Employees: Association of Confidential Employees (ACE),  
 Unrepresented Employees: Coast District Management Association (CDMA),  
 Educational Administrators

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance – Trustee Jerry Patterson
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

*At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board prior to speaking.*

*The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.*

**1.09 Presentations, Ceremonial Resolutions and Public Hearings**

**1.09.01 Resolution to Honor and Accept Retirement**

**2.00 Informative Reports**

*(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)*

**2.01 Report from the Chancellor**

**2.02 Reports from the Presidents**

**2.03 Reports from the Officers of Student Government Organizations**

**2.04 Reports from the Academic Senate Presidents**

**2.05 Reports from Employee Representative Groups**

**2.06 Reports from the Board of Trustees**

**2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**

**2.08 Quarterly Financial Status Report**

**3.00 Matters for Review, Discussion and/or Action**

**3.01 Board Meeting Dates**

**3.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)**

**3.03 The Board Directives Log**

**3.04 Buildings and Grounds Reports**

Orange Coast College New Consumer Health & Science Lab (ABC) Building  
Orange Coast College Student Center Renovation  
Golden West College Learning Resource Center

## **CONSENT CALENDAR**

### **4.00 Travel**

4.01 Authorization for Attendance at Meetings and/or Conferences

### **5.00 Authorization for Student Trips**

5.01 OCC – Student Trips

5.02 GWC – Student Trips

5.03 CCC – Student Trips

### **6.00 Authorization for Special Projects**

6.01 OCC – Special Projects

6.02 GWC – Special Projects

6.03 CCC – Special Projects

### **7.00 Authorization to Apply for Funded Programs**

7.01 Authorization to Apply for Funded Programs

### **8.00 Authorization to Enter Into Standard Telecourse Agreements**

8.01 CCC – Authorization to Enter Into Standard Telecourse Agreements

### **9.00 Approval of Standard Agreements**

9.01 GWC – Standard Agreements

9.02 District – Standard Agreements

### **10.00 Authorization for Purchase of Institutional Memberships**

10.01 OCC – Institutional Memberships

10.02 GWC – Institutional Memberships

10.03 CCC – Institutional Memberships

10.04 DIS – Institutional Memberships

### **11.00 Personnel Items**

11.01 DIS – Personnel Items



- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Schedule Changes, Classified Staff
- e. Authorization for Professional Experts

**12.00 Authorization for Independent Contractors**

- 12.01 OCC – Independent Contractors
- 12.02 CCC – Independent Contractors
- 12.03 GWC – Independent Contractors
- 12.04 DIS – Independent Contractors

**13.00 Authorization for Professional Development Program**

- 13.01 DIS – Professional Development
- 13.02 OCC – Professional Development

**14.00 Authorization for Staff Development**

- 14.01 GWC – Staff Development

**15.00 Approval of Purchase Orders**

- 15.01 DIS – Purchase Orders

**16.00 Ratification/Approval of Checks**

- 16.01 DIS – Check Approval

**17.00 Check List for General Obligation Bond Fund**

- 17.01 DIS – Check Approval General Obligation Bond Fund

**18.00 Authorization for Special Payments**

- 18.01 OCC – Special Payments

**19.00 Authorization for Disposal of Surplus**

- 19.01 DIS – Disposal of Surplus

**ACTION SECTION**

**20.00 Approval of Agreements**

- 20.01 CCC – Approve Agreement between Advanced American Academy and the Coast Community College District to Enter into a Revenue Sharing Relationship from the Delivery of the International Nurses Transitional Program and English as a Second Language Training Programs
- 20.02 CCC - Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-captioning of Psychology Videos
- 20.03 CCC - Approve Agreement between County of Orange and the Coast Community College District in Providing Specialized Services to Recently Separated Veterans
- 20.04 CCC - Approve Agreement between the ECCO Restaurant and Coast Community College District
- 20.05 CCC – Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District
- 20.06 CCC – Approve Agreement between Mile Square Golf Course and the Coast Community College District in Hosting an EOPS Awards Breakfast

**21.00 Buildings and Grounds Approvals**

- 21.01 DIS – Authorization to Purchase Audio Visual Equipment and Material for Audio/Visual Media Smart Classroom Carts from Digital Networks Group, Inc for New Construction ABC Building at Orange Coast College
- 21.02 DIS – Authorization to File Notice of Completion
- 21.03 DIS – Approve Change Order No. 1; Orange Coast College Student Center Renovation; Bid No. 1975
- 21.04 DIS – Approve Change Order No. 3; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965
- 21.05 DIS – Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Increment I – Rebid Earthwork/Grading; Bid No. 1986

**22.00 General Items of Business**

- 22.01 DIS – Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45
- 22.02 DIS – Official Public Hearing and Adoption of the 2010-2011 Budget for the Coast Community College District
- 22.03 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

**23.00 Approval of Minutes**

23.01 Approval of Minutes of Regular Meeting of September 1, 2010

**24.00 Close of Meeting**

24.01 Public Comment (Items Not on Agenda)

24.02 Adjournment



**PRELIMINARY MATTERS**  
(White Pages)

**Wednesday, September 15, 2010  
Regular Meeting**

**1. Preliminary Matters**

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**Subject**            **1.01 - 1.09 Preliminary Matters**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        1. Preliminary Matters  
**Access**           Public  
**Type**             Preliminary Matters

**1.01 Call to Order**

**1.02 Roll Call**

**1.03 Public Comment (Closed Session - Items on Agenda)**

**1.04 Recess to Closed Session**

**1.04.01 Public Employment**

(Pursuant to Government Code 54957 (b)(1))

**1.04.02 Conference with Legal Counsel: Existing Litigation**

(Pursuant to sub-section "a" of Government Code Section 54956.9)

**1.04.03 Public Employee Discipline/Dismissal/Release**

(Pursuant to Government Code Section 54957)

**1.04.04 Conference with Labor Negotiator**

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

**1.05 Reconvene Regular Meeting at 6:30 p.m.**

**1.06 Pledge of Allegiance -Trustee Jerry Patterson**

**1.07 Report of Action in Closed Session (if any)**

**1.08 Public Comment (Open Session - Items on Agenda)**

**1.09 Presentations, Ceremonial Resolutions and Public Hearings**

**1.09.01 Resolution to Honor and Accept Retirement**

**Classified Management**

Cheryl Blocker, DIST, District Accounting Manager, retirement effective 11/13/2010

Whereas, Cheryl Blocker, District Accounting Manager, is retiring from the Coast Community College District after 30 years of employment effective the thirteenth day of November 2010; and

Whereas, Cheryl Blocker started at Coast as an Intermediate Account Clerk, soon moving to Accountant and then Accounting Manager. At present she manages the District Financial Aid Accounting, Travel, Grants, and Accounting Departments; and

Whereas, Cheryl Blocker is a Southern California native graduating from La Habra High School and Cal Poly Pomona with a Bachelor of Science degree in Accounting; and

Whereas, the District will greatly miss Cheryl Blocker's attention to detail, dedication, and hard work. She has been a real asset to the operation of the Fiscal Affairs area. Her expertise has kept the District in good standing with the Orange County Department of Education (OCDE) for many years. The working relationships she maintains with her counterparts at the OCDE have been a real benefit for Coast; and

Whereas, Cheryl Blocker has been a member of the Coast District family for many years and will be missed. We wish her the best in the next chapter of her life; and

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Cheryl Blocker for her years of service to the Coast Community College District and offer her sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Cheryl Blocker on this day, the fifteenth of September in the year 2010.





**GENERAL INFORMATION AND REPORTS**  
(White Pages)

## **2. Informative Reports**

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<b>Subject</b>	<b>2.01 - 2.08 Informative Reports</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	Informative Reports

### **2.01 Report from the Chancellor**

Dr. Ding-Jo H. Currie

### **2.02 Reports from the Presidents**

Dr. Loretta Adrian, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

### **2.03 Reports from the Presidents of Student Government Organizations**

Lisa Okamoto, Coastline Community College  
David Salai, Golden West College  
Catherine Tran, Orange Coast College

### **2.04 Reports from the Academic Senate Presidents**

Nancy Jones, Coastline Community College  
Theresa Lavarini, Golden West College  
Vesna Marcina, Orange Coast College

### **2.05 Reports from the Presidents of Employee Representative Groups**

Ann Nicholson, Coast Federation of Classified Employees (CFCE)  
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)  
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)  
Christina Irvin, Association of Confidential Employees (ACE)  
Michael Mandelkern, Coast District Management Association (CDMA)

### **2.06 Reports from the Board of Trustees**

Trustee Jerry Patterson, Board President  
Trustee Dr. Lorraine Prinsky, Board Vice President  
Trustee Jim Moreno, Board Clerk  
Trustee Walter G. Howald  
Trustee Mary L. Hornbuckle  
Student Trustee Lee Fuller

### **2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**

Accreditation Committee

Audit Committee  
Budget Committee  
Career Technical Education Committee  
Land Development Committee  
Personnel Committee  
Orange County Legislative Task Force

**Personnel** - September 20, 2010 at 10:00 a.m., Board of Trustees Conference Room.

**Career Technical Education** - September 23, 2010 at 2:00 p.m., Board of Trustees Conference Room

**Budget** - October 12, 2010 at 2:00 p.m., Board of Trustees Conference Room

**Land Development** - October 12, 2010 at 9:00 a.m., Board of Trustees Conference Room

## **2.08 Quarterly Financial Status Report**

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Fourth Quarter Financial Status Report ending June 30, 2010. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment # 1)

**Fiscal impact:** No fiscal impact.

### **3. Matters for Review, Discussion and/or Action**

<b>Subject</b>	<b>3.01 - 3.04 Matters for Review, Discussion and/or Action</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

#### **3.01 Board Meeting Dates**

October 6, 2010 - Regular Meeting  
October 13, 2010 - Regular Meeting/Study Session  
November 3, 2010 - Regular Meeting  
November 17, 2010 - Regular Meeting  
December 8, 2010 - Regular/Organizational Meeting

#### **3.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT), California Community College League (CCLC), & California Community College Trustees (CCCT)**

October 20-23, 2010 Toronto, Ontario, ACCT Leadership Congress  
November 7-9, 2010 Washington D.C., AACC Washington Institute  
November 18-20, 2010 Pasadena, CA, CCLC / CCCT Annual Convention and Partner Conferences  
January 21-24, 2011 Sacramento, CA, CCLC / CCCT Effective Trusteeship Workshop  
January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop  
January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference  
January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute  
February 13-16, 2011 Washington D.C., ACCT National Legislative Summit  
March 8-11, 2011 Pacific Grove, CCLCAsilomar Leadership Skills Seminar  
April 9-12, 2011 New Orleans, LA, AACC's Annual Convention  
April 15-16, 2011 Sacramento, CA, CCCT Executive Committee and Board Meetings  
April 29- May1, 2011 Monterey, CA, CCLC Annual Trustees Conference  
June 17-18, 2011 Sacramento, CA CCCT Executive Committee and Board Meetings  
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

#### **3.03 The Board Directives Log**

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board Meetings. The Board may take action pertaining to matters on the Log by adding, deleting, or modifying items.

#### **3.04 Buildings and Grounds Reports**

##### **Orange Coast College New Consumer Health & Science Lab (ABC) Building**

Architect: LPA Architecture  
Construction Manager: CW Driver  
Est. Completion: November 2010  
Funding: Measure C General Obligation Bond and State Capital Outlay Funds

**Project Status:** Interior finish work is progressing. Current activities include installation of cabinetry/countertops, suspended ceiling, and plumbing fixtures. The project team is working diligently to coordinate the delivery and installation of specialized Allied Health equipment (i.e. dental chairs, x-ray machines). The exterior work is focused on finishing construction of the bridge and elevator structure, trim painting, and final connection/weatherproofing of rooftop mechanical equipment.

#### **Orange Coast College Student Center Renovation**

Architect: AEPC Architecture  
Construction Manager: CW Driver  
DSA Approval: April 2010  
Construction Start: June 2010  
Est. Completion: January 2011  
Funding: Measure C General Obligation Bond

**Project Status:** The temporary cafeteria facility has successfully served the students during the first week of the semester. Early indications are positive that the temporary facility will be able to fully support the students' food service expectations. Concrete footings/slabs are being poured and framing installed for the existing Student Center expansion.

#### **Golden West College Learning Resource Center**

Architect: Steinberg Group  
Construction Manager: URS  
DSA Approval: March 2008  
Construction Start: July 2008  
Est. Completion: October 2010  
Funding Source: Measure C General Obligation Bond

**Project Status:** Finish work continues on the building interior. The suspended ceiling in this building is a unique metal panel grid system that is taking longer than expected to complete. Other trades are immediately following the metal panel installers to install their finish work (i.e. ventilation grilles, lights, fire sprinklers). At this point, the project is progressing slowly to completion in late October/November.

#### **Coastline College Newport Beach Learning Center**

Architect: LPA Architecture  
Construction Manager: CW Driver  
DSA Approval (Phase II: Building Construction): Pending (Estimated January 2011)  
Est. Construction Start: August 2010 (Phase I: Site Preparation)  
Est. Completion: January 2012  
Funding: Measure C General Obligation Bond

**Project Status:** As approved by the Division of State Architects (DSA), the demolition of the existing structures will commence on September 13, 2010, with the underground utilities, underground electrical, and site grading to follow. The second phase (building construction) was submitted to DSA on July 14, 2010. Pending approval, the building construction is anticipated to bid in January 2011.

#### **File Attachments**

[9-15-10 Meeting.pdf \(16 KB\)](#)



## **CONSENT CALENDAR**

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

## 4. Travel

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### **Subject            4.01 Authorization for Attendance at Meetings and/or Conferences**

Meeting            Sep 15, 2010 - Regular Meeting

Category          4. Travel

Access            Public

Type              Consent

#### **(1) Meetings for the Board of Trustees**

LorraineE Prinsky, Board Member (CCCD), to attend the Academic Senate for California Community Colleges 2010 Fall Plenary Session, November 11 - 13, 2010, Anaheim, CA, with reimbursement for actual expenses, including a registration fee of \$325, to be paid from District Conference Funds.

#### **(2) Meetings for Faculty and Staff**

DeanL Abernathy, Instructor (OCC), to attend the Green California Community College Summit, October 11 - 13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$390, to be paid from CTE Community Collaborative Grant. To receive training on the new Cal Green building codes.

LorettaP Adrian, President (CCC), to attend the Community College League of California 2010 Annual Convention, November 18-20, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$1,015, including a registration fee of \$475, to be paid from President's conference funds. Lodging required due to late evening and early morning meetings.

ThomasA Chambers, Hourly Instructor (CCC), to attend the Community College Association Fall Conference, October 8-10, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CCA Conference Funds.

KristinL Clark, Vice Pres, Stud Svcs (OCC), to attend the 2020 Vision for Student Success Information Workshop, September 21, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

PaulaL Coker, Foundation Office Assistant (CCC), to attend the Network of California Community Colleges Symposium, October 12-15, 2010, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$350, to be paid from Foundation funds. Lodging required due to early morning meetings.

PaulaL Coker, Foundation Office Assistant (CCC), to attend the Southern California Edison's Diversity Initiative Meeting, September 24, 2010, San Gabriel, CA, without loss of salary, with reimbursement for allowable expenses of \$45, to be paid from Foundation funds.

Ding-JoH Currie, Chancellor (CCCD), to attend the College Board Community College Advisory Panel Fall Meeting, October 26-27, 2010, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

VelvetA Deatherage, Counselor (CCC), to attend the Camp Pendleton Education Fair, September 24, 2010, Camp Pendleton, CA, without loss of salary, with reimbursement for allowable expenses of \$110, to be paid from Military Contract Education funds.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Marine Corps Air Station Miramar Education Fair 2010, October 19, 2010, Miramar Air Station, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Center Office Hours, September 16, 2010, Camp Pendleton, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.



MireilleC Halley, Immigration Technich (OCC), to attend the Association of International Educators Conference, October 27 - 29, 2010, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$199, travel by Air Coach, to be paid from International Center Ancillary Funds.

RaineL Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the California Community College Association for Occupational Education Fall 2010 Conference, October 27-29, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from Perkins VTEA IC Grant. To obtain resources and statewide updates/information from the State Chancellor's Office regarding Career Technical and Economic Development funding and regulations.

DennisR Harkins, President (OCC), to attend the Community College League of California Communications Workshop, October 8, 2010, Los Angeles, CA, without loss of salary, with reimbursement for able expenses of \$100, to be paid from President's Ancillary Budget.

DennisR Harkins, President (OCC), to attend the Network of California Community Colleges Foundations, October 12 - 15, 2010, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$350, to be paid from President's Ancillary Budget.

DennisR Harkins, President (OCC), to attend the Community College League of California Annual Conference, November 17 - 20, 2010, Pasadena, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

DennisR Harkins, President (OCC), to attend the American Association of Community Colleges 2011 Conference, April 8 - 13, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3,500, including a registration fee of \$735, travel by Air Coach, rental car and insurance, to be paid from President's Ancillary Budget.

DennisR Harkins, President (OCC), to attend the Antelope Valley College Accreditation Visit, October 17 - 21, 2010, Lancaster, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

DennisR Harkins, President (OCC), to attend the 2020 Vision Student Success Information Workshop, September 21, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

AndreaL Harris, Dir Arts Pavilion (OCC), to attend the Artwork Pickup for Photo Environment Exhibit, August 30 - September 6, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$600, to be paid from Co-curricular funds.

AndreaL Harris, Dir Arts Pavilion (OCC), to attend the Ron English Photoshoot Funding Meeting, September 10 - 14, 2010, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$1150, including travel by Air Coach, to be paid from Co-curricular funds. The reason for this revision is to change the travel dates.

MariamKhosravani, Exec Dir Cc Foundatn (CCC), to attend the Council for Resource Development - Return on Investment 44th Annual Conference, November 1-6, 2010, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$3,200, including a registration fee of \$525, travel by Air Coach, to be paid from CDMA District Conference Funds, Foundation Funds.

MariamKhosravani, Exec Dir Cc Foundatn (CCC), to attend the Network of California Community Colleges Symposium, October 12-15, 2010, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$350, to be paid from Foundation funds. Lodging required due to early morning meetings.

ValerieA Klein, Instructor (GWC), to attend the Fall 2010 Deans' and Directors' Conference, October 6-8, 2010, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$200, travel by Air Coach, to be paid from Nursing Grant Funds - WIA.

RichardB Kudlik, Dir Of Intrnl Ad Svc (CCCD), to attend the Community College Internal Auditors 2010 Fall Conference, October 7 - 8, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$50, to be paid from Internal Audit Management Conference Funds.

FrederickJ Lockwood, Instructor (CCC), to attend the California Community College Association for Occupational Education Fall 2010 Conference, October 27-29, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$595, including a registration fee of \$395, to be paid from VTEA.

FrederickJ Lockwood, Instructor (CCC), to attend the Western Association of Food Chain Fall 2010 Retail Management Advisory Meeting, October 8, 2010, Compton, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from VTEA.

FrederickJ Lockwood, Instructor (CCC), to attend the Network for Executive Women Fall Networking Event, October 13, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from VTEA.

RichardC Mathias, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Meeting, October 1, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, rental car and insurance, to be paid from CTE-VTEA-IB Discipline/Industry Collaborative for Business Education (BIC) grant.

AileneB Nguyen, Counselor (CCC), to attend the High School and Community College Counselor Conference, September 24, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$60, to be paid from PDI Conference & Workshops.

MelindaA Nish, Vice President (OCC), to attend the Community College League of California Commission on the Future Informational Workshop, September 21, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

RichardT Pagel, Vice President (OCC), to attend the Association of Chief Business Officials, October 25 - 27, 2010, Oxnard, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$285, to be paid from Ancillary Account.

RichardT Pagel, Vice President (OCC), to attend the 2020 Vision Informational Workshop, September 21, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

RenaD Quinonez, Staff Specialist (OCC), to attend the Connecting Students to Careers for California Community College Students, October 25 - 2, 2010, Lake Arrowhead, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

ChristineR Reinemann, Hourly Instructor (OCC), to attend the National Association of Education of Young Children, November 3 - 6, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$210, to be paid from CCA/CTA Union Funds.

HelenM Rothgeb, Dir Of Fiscal Svcs (OCC), to attend the Association of Chief Business Officials Chancellor's Budget Workshop, September 20, 2010, Rancho Cucamonga, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$85, to be paid from Ancillary Account.

MetteH Segerblom, Sailing Program Cord (OCC), to attend the Fall Aquatic Center Directors' Conference, October 5 - 6, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$50, to be paid from Sailing Center.

MetteH Segerblom, Sailing Program Cord (OCC), to attend the Augusoft Lumen 7th Annual User Summit, November 3 - 6, 2010, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1,595, including a registration fee of \$445, travel by Air Coach, rental car and insurance, to be paid from Sailing Center.

DejahL Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the Green California Community College Summit, October 11 - 13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$390, to be paid from CTE Community Collaborative Grant. Learn of opportunities for community colleges in the "green" economy.

DejahL Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the California Community College Association for Occupational Education Fall 2010 Conference, October 27-29, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from CTE Community Collaborative Grant. To stay up-to-date with statewide developments in occupational education.

ChauN Tran, Mil/Cont Ed Tech Int (CCC), to attend the Little Rock Air Force Base Education Fair, September 22-23, 2010, Little Rock, AR, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$125, travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

YvonneValenzuela, Counselor (GWC), to attend the Puente Statewide Training, Berkeley, CA, October 5-9, 2010, without loss of salary, with reimbursement for allowable expenses of \$750 and travel by personal car not to exceed equivalent airfare, to be paid from Puente Project funds..

MichaelR Warner, Instructor (CCC), to attend the California Community College Association for Occupational Education Fall 2010 Conference, October 27-29, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$595, including a registration fee of \$395, to be paid from VTEA.

TracyC Young, Int Audit Asst Sr (CCCD), to attend the Community College Internal Auditors Fall 2010 Conference, October 6 - 8, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$50, to be paid from Internal Audit CFCE Conference Funds.

## 5. Authorization for Student Trips

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<b>Subject</b>	<b>5.01 OCC - Student Trips</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	5. Authorization for Student Trips
Access	Private
Type	Consent

**It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.**

### **ASOCC Activities**

**Location:** Various locations within the local five-county area

**Dates:** October, 2010 - September, 2011

**Department:** ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

**Cost/Purpose/Funding:** NTE \$800 per event/ travel for a variety of activities and entertainment including, but not limited to, pre-approved events, fundraisers, and community service / Travel, food, supplies, miscellaneous expenses to be paid from ASOCC, clubs funds, fundraisers, sponsors, and student personal funds.

**Transportation:** District, personal vehicles, and public transportation

### **OCC Speech Team Student Trips** (list of trips is on file with the Department)

**Location:** Various locations throughout California; some events on campus

**Date:** 2010 - 2011 Academic Year

**Department:** OCC Speech Department

**Cost/Purpose/Funding Source:** Expenses dependent on number of participants and events to be paid from ASOCC/Speech Team funds; Instructors to be paid appropriate salary rates as applicable. The following faculty will accompany students on trips: Courtney Anderson, Ben Lohman, Sherana Polk, Shawn O'Rourke, and Luchas Ochoa.

**Transportation:** District

**Conference /Activity:** Orange Coast College SGOCC Student Delegate, James Wren, Student Senate for the California Community Colleges (SSCCC)

**Location:** Sacramento, CA

**Dates:** September 2010 – July 2011

**Department:** ASOCC/SGOCC

**Cost/Purpose/Funding Source:** To serve as the Region 8 Delegate and attend monthly meetings. As per Title 5, California Code of Regulations Section 50002 and Education Code 71040, student delegates to the SSSCC will participate under the general supervision of the State Chancellor's Office with no advisor present from the District. Travel and lodging expenses to be paid by the California Community Colleges System Office all other expenses (may include food, beverages, emergency travel, miscellaneous expenses); NTE \$500; to be paid from ASOCC funds.

**Transportation:** District, public, and air travel

**Conference /Activity:** California Community Colleges; March in March

**Location:** Sacramento, CA

**Dates:** March 2011

**Department:** OCC – ASOCC and SGOCC

**Cost/Purpose/Funding Source:** NTE \$3,500; to include lodging, meals, chartered bus, supplies, materials;

to be paid from ASOCC funds.  
**Transportation:** Chartered Bus

<b>Subject</b>	<b>5.02 GWC - Student Trips</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	5. Authorization for Student Trips
Access	Public
Type	Consent

**It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.**

Board of Registered Nursing (BRN) Hearing  
Location: San Diego, CA  
Date(s): September 24, 2010  
Department: School of Nursing  
Cost/purpose/funding source: No cost to the college.

**Subject**            **5.03 CCC - Student Trips**  
Meeting            Sep 15, 2010 - Regular Meeting  
Category           5. Authorization for Student Trips  
Access            Public  
Type               Consent

**It is requested that the following student trips be approved. The list of participating students, advisors, and any waiver forms will be on file in the appropriate office prior to the trip.**

Conference/Activity: Long Beach Aquarium  
Location: Long Beach  
Dates: September 22, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Belmont Shore Beach  
Location: Belmont Shore  
Dates: October 20, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Bolsa Chica Conservancy  
Location: Huntington Beach  
Dates: October 27, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Palos Verdes Rocky Intertidal  
Location: Palos Verdes  
Dates: November 3, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Southern California Marine Institute  
Location: Terminal Island  
Dates: November 17, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Aquarium of the Pacific  
Location: Long Beach  
Dates: December 1, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Sunset Beach  
Location: Sunset Beach  
Dates: December 8, 2010  
Department: Marine Science  
Transportation: District transportation

Conference/Activity: Tanaka Farm

Location: Irvine

Dates: October 5, 2010; October 6, 2010; October 7, 2010; October 8, 2010; October 9, 2010

Department: Psychology/Parent Education

Transportation: District transportation

Conference/Activity: Johnson Brothers Farm

Location: Irvine

Dates: October 25, 2010

Department: Psychology/Parent Education

Transportation: Personal vehicles



## **6. Authorization for Special Projects**

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**Subject**            **6.01 OCC - Special Projects**  
**Meeting**           **Sep 15, 2010 - Regular Meeting**  
**Category**          **6. Authorization for Special Projects**  
**Access**            **Public**  
**Type**              **Consent**

### **Staff Meetings, Training, and Special Events**

**Date:** September 1, 2010 - June 30, 2011

**Department:** OCC - Instructional Food Services

**Purpose:** To distribute information to staff and host special activities.

**Cost/Purpose/Funding Source:** Total expenses NTE \$3,600 to be paid from Cafeteria Ancillary funds.

### **Meetings and On-Campus Events**

**Date:** September 1, 2010 – December 31, 2011

**Department:** OCC - Consumer & Health Sciences Division

**Purpose:** To distribute information to staff and host special activities, with and without student attendance, including but not limited to Industry Advisory Committee meetings.

**Cost/Purpose/Funding Source:** Total expenses NTE \$7,500 to include food and other event expenses, to be paid from ASOCC and Community Education funds.

### **Transfer Events**

**Date:** 2010 – 2011 Academic Year

**Department:** OCC – Transfer Center and Transfer Opportunity Program

**Purpose:** To host a breakfast, luncheon, field trip, workshops, four-year college mini-fairs and other events related to assisting transfer students.

**Cost/Purpose/Funding Source:** Total expenses NTE \$8,700 to include food and other event expenses, to be paid from Transfer Center, Transfer Opportunity Program and ASOCC funds.

### **Transfer Day**

**Date:** September 30, 2010

**Department:** OCC – Transfer Center

**Purpose:** This event hosts over 65 four-year institutions and will take place in the Main Quad. Meal cards will be provided for the representatives for use during that day in lieu of an organized breakfast or lunch.

Representative appointments and presentations will be held after the event.

**Cost/Purpose/Funding Source:** Total expenses NTE \$4,570 to include food and other event expenses, to be paid from Transfer Center and ASOCC funds.

### **OCC Orchestra Concert with Mariachi Sol de Mexico**

**Date:** October 16, 2010

**Department:** OCC - Music Department, Visual & Performing Arts

**Purpose:** Student and community outreach for October Hispanic Heritage Month; fundraising opportunity for scholarships

**Cost/Purpose/Funding Source:** Total expenses NTE \$20,000 to be paid from ASOCC funds and ticket sales.

### **Weekly events**

**Dates:** 2010 - 2011

**Department:** OCC Student Government (SGOCC)

**Purpose:** To showcase, publicize and celebrate the college's broad range of activities and programs

**Cost/Purpose/Funding Source:** NTE \$500 per activity; materials, supplies, rentals, refreshments, entertainment, speakers, promotional items, prizes, miscellaneous related expenses; to be paid from ASOCC and sponsor funds.

#### **Club Rush**

**\*Dates:** September 14, 2010 and February 15, 2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To promote student involvement and club membership

**Cost/Purpose/Funding Source:** NTE \$1,500; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, miscellaneous expenses; to be paid from ASOCC and club funds.

**\*Justification:** This item was inadvertently left off the September 1, 2010 Board Meeting Agenda.

#### **Blood and Bone Marrow Drives**

**Dates:** 2010 - 2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To sponsor blood and bone marrow registration drives and monthly bloodmobiles.

**Cost/Purpose/Funding Source:** NTE \$1,000 per event; to include materials, supplies, refreshments, miscellaneous expenses; to be paid from ASOCC and Health Center funds.

#### **Annual Honors Night**

**Dates:** May 11, 2011

**Department:** OCC - ASOCC

**Purpose:** Service and Leadership recognition scholarship monies awarded. Total attendance estimated at 1,100.

**Cost/Purpose/Funding Source:** NTE \$25,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC funds.

#### **Vendors at Orange Coast College Commencement**

**Dates:** May 2011

**Department:** OCC - ASOCC

**Purpose:** The types of vendors that may be utilized include: Commencement Flowers and Grad Images/ Grad Trak photographers. All necessary contracts and/or insurance forms will be on file with the appropriate offices. It is further requested that the campus Vice President of Administrative Services be authorized to sign these agreements. Any up-front supplies and costs to be paid by the Associated Student of Orange Coast College, and all monies earned from the activity will be deposited into ASOCC and scholarship accounts.

**Cost/Purpose/Funding Source:** Cost is determined by the number of graduates; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC funds.

#### **Variety of Activities**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life, Interclub Council and Orange Coast College Clubs

**Purpose:** Variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations. Performances and activities will take place at pre-approved locations throughout Orange Coast College campus.

**Cost/Purpose/Funding Source:** NTE \$2,300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, miscellaneous expenses; to be paid from ASOCC, sponsor, and club funds.

#### **Vendors for Fundraising**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life, Interclub Council, OCC Clubs

**Purpose:** Types of vendors that may be utilized include flower sales, photographers, disc jockeys, obstacles courses, and interactive games. All necessary contracts and/or insurance forms will be on file with the appropriate offices. The Dean of Students and the InterClub Council will approve all special events. All monies earned from the activity will be deposited in Associated Students of Orange Coast College and Club accounts.

**Cost/Purpose/Funding Source:** NTE \$1,500 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, miscellaneous expenses; to be paid from ASOCC, sponsor and club funds.

#### **Coast Days**

**Dates:** Academic Year 2010 - 2011

**Department:** OCC - ASOCC, College Life

**Purpose:** Club competition, student involvement and club membership

**Cost/Purpose/Funding Source:** NTE \$5,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC and club funds.

#### **End of the Semester Luncheons**

**Dates:** December 7, 2010 and May 3, 2011

**Department:** OCC - ASOCC, College Life, InterClub Council

**Purpose:** Club and club advisor appreciation

**Cost/Purpose/Funding Source:** NTE \$4,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Angel Tree Gift Drive**

**Dates:** November 2010

**Department:** OCC - ASOCC, College Life

**Purpose:** Gifts collected will go to the Children's Center and local community agencies

**Cost/Purpose/Funding Source:** NTE \$700; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Children's Center Holiday Party**

**Dates:** December 2010

**Department:** OCC - ASOCC, College Life

**Purpose:** Gifts collected will go to the Children's Center and local community agencies

**Cost/Purpose/Funding Source:** NTE \$700; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Special Olympics**

**Dates:** April 2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To co-sponsor Special Olympics on the OCC track and field

**Cost/Purpose/Funding Source:** NTE \$500; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Multicultural Events**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, Interclub Council, OCC Clubs

**Purpose:** To celebrate and bring awareness to the student body about multicultural issues.

**Cost/Purpose/Funding Source:** NTE \$7,000; to include supplies, materials, decorations, rentals, T-shirts, prizes, refreshments and miscellaneous expenses; to be paid from ASOCC and club funds.

#### **Awareness Day Events**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life, OCC Clubs

**Purpose:** Bring awareness to the student body about a current and relevant topic

**Cost/Purpose/Funding Source:** NTE \$8,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC and club funds.

#### **Open Mic**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life

**Purpose:** Student expression of music, poetry, comedy, etc.

**Cost/Purpose/Funding Source:** NTE \$1,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Graduation Reception**

**Dates:** May 2011

**Department:** OCC - ASOCC

**Purpose:** To provide an opportunity to show appreciation to the graduating students of OCC

**Cost/Purpose/Funding Source:** NTE \$10,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Movie Night**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To provide on-campus entertainment for the student body

**Cost/Purpose/Funding Source:** NTE \$1,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Field Day**

**Dates:** 2010-2011

**Department:** OCC - ASOCC, College Life

**Purpose:** Opportunity for the clubs to participate in recreation outdoor/indoor activities

**Cost/Purpose/Funding Source:** NTE \$500; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Graduation Rehearsal BBQ**

**Dates:** Spring 2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To provide food and beverages to the graduating students of OCC

**Cost/Purpose/Funding Source:** NTE \$1,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **InterClub Carnival**

**Date:** 2010-2011

**Department:** OCC - ASOCC Interclub Council

**Purpose:** Opportunity for the clubs to participate in outdoor/indoor games and activities.

**Cost/Purpose/Funding Source:** NTE \$2,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

#### **Promotional Items for OCC Clubs**

**Date:** 2010-2011

**Department:** OCC - ASOCC, InterClub Council, College Life Committee, Student Government, and OCC clubs

**Purpose:** Purchase of promotional items to encourage attendance to and for use during student events, orientation programs, and meetings.

**Cost/Purpose/Funding Source:** NTE \$10,000; to include promotional items, i.e., shirts, fliers, posters, banners, gift cards, and other miscellaneous expenditures; to be paid from ASOCC funds.

**Meetings and Events for OCC Clubs**

**Date:** 2010-2011

**Department:** OCC – ASOCC, InterClub Council, College Life Committee, Orange Coast College clubs

**Purpose:** Discuss issues, planning, event coordination, and execution of events related to the ASOCC College Life Committee, InterClub Council, and all officially registered Orange Coast College clubs

**Cost/Purpose/Funding Source:** NTE \$300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

**Video Game Night for Students**

**Date:** 2010– 2011

**Department:** OCC - ASOCC, InterClub Council, and College Life

**Purpose:** To provide on-campus entertainment and interaction for the student body.

**Cost/Purpose/Funding Source:** NTE \$500 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

**Karaoke for Students**

**Date:** 2010-2011

**Department:** OCC - ASOCC, InterClub Council, and College Life Committees

**Purpose:** To provide on-campus entertainment and interaction for the student body.

**Cost/Purpose/Funding Source:** NTE \$500 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

**Athletic Event Attendance**

**Date:** 2010 -2011

**Department:** OCC - ASOCC, InterClub Council, and College Life Committees

**Purpose:** To provide the opportunity for the College Life Committee, InterClub Council, officially registered Orange Coast College clubs, and the general student population to attend and support OCC athletic events as an organization.

**Cost/Purpose/Funding Source:** NTE \$200 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, miscellaneous expenses, entry fees; to be paid from ASOCC funds.

**Paint-it-out**

**Date:** 2010–2011

**Department:** OCC - ASOCC, College Life

**Purpose:** To provide the opportunity for the students of Orange Coast College to express thoughts and feelings through art and written communication.

**Cost/Purpose/Funding Source:** NTE \$300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

**Subject**            **6.02 GWC - Special Projects**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**         6. Authorization for Special Projects  
**Access**            Public  
**Type**                Consent

Cosmetology Club American Cancer Society 5K  
Date(s): October 10, 2010  
Department: Student Activities  
Purpose: Fundraiser  
Cost/purpose/funding source: No cost to the college.

Puente Program Parent Orientation and Welcome Dinner  
Date(s): September 29, 2010  
Department: Counseling  
Purpose: Provide overview of the Puente Program functions and expectations to the parents of participants.  
Cost/purpose/funding source: \$1500 for food and supplies from Puente Program funds.

Science Showtime with Rotary Club of Huntington Beach  
Date(s): September 24, 2010  
Department: Math/Sciences  
Purpose: To excite children about careers in Science & Engineering.  
Cost/purpose/funding source: \$500 for Chemistry and other supplies from Chemistry Foundation funds.

**Subject**            **6.03 CCC - Special Projects**

Meeting            Sep 15, 2010 - Regular Meeting

Category           6. Authorization for Special Projects

Access             Public

Type                Consent

**Networking Symposium**

Date: October 13, 2010; 6:00 – 8:00 p.m.  
 Location: Coastline Art Gallery  
 Department: Gerontology  
 Purpose: Employer networking  
 Cost: NTE \$300/Materials and refreshments  
 Funding Source: Gerontology Foundation funds

**Main Street Reunion Block Party for Garden Grove High School 1968-1972 Alumni (Parking)**

Date: Saturday, October 23, 2010; 4 p.m. – 10:00 p.m.  
 Location: Garden Grove Center Parking Lot  
 Department: Career and Technology  
 Purpose: Community Outreach; (Use of parking facilities only)  
 Cost/purpose/funding source: No cost to the College or District

**Strikes 4 Scholars Bowling Event**

Date: October 2, 2010  
 Location: Fountain Bowl, Fountain Valley  
 Department: Foundation  
 Purpose: Fundraiser.  
 Cost/Purpose: NTE \$7,500/Bowling, refreshments and marketing materials.  
 Funding source: Participants' registration fees, community sponsors and Foundation funds

**15<sup>th</sup> Annual Arab American Day Festival (Parking)**

Date: September 24-September 26, 2010; 10:00 a.m. – 10:00 p.m.  
 Location: Garden Grove Center Parking Lot  
 Department: Career and Technology  
 Purpose: Diversity/Community Outreach; (Use of parking facilities only)  
 Cost/purpose/funding source: No cost to the College or District

**Alumni Reception**

Date: October 21, 2010; 4:00 – 9:00 p.m. (Revision is to change date and location. Prior Board Approval: 8/18/10)  
 Location: ECCO Restaurant, Costa Mesa  
 Department: Foundation  
 Purpose: Alumni Association Reception  
 Cost/Purpose: NTE \$2,500/Dinner and Entertainment  
 Funding Source: MPI Project-Alumni Association funds

**Coastline Virtual Emergency Operations Center Presentation**

Date: September 21, 2010; 8:00 a.m. – 4:00 p.m.

Location: Garden Grove Center

Department: Innovation and Learning Technology

Purpose: To showcase the Virtual EOC, (Emergency Operations Center), and establish potential partnership with the California Emergency Management Agency and their Federal Training Consortium group.

Cost/purpose/funding source: NTE \$50/refreshments; Foundation/ancillary funds



## **7. Authorization to Apply for Funded Programs**

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<b>Subject</b>	<b>7.01 Authorization to Apply for Funded Programs</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	7. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

It is recommended that authorization be given to apply for the following funded programs and/or projects and to participate, if funded, as outlined below. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Coastline College has received funding for the Chancellor's Office California Community Colleges – Perkins Title 1B State Leadership Funds - Statewide Advisory Project titled “ **Business Education Statewide Advisory Committee (BESAC).**” Coastline Community College will serve as the 2010-2011 fiscal agent and facilitating institution for the Business Education Statewide Advisory Committee (BESAC) to host advisory committee meetings and co-sponsor the annual conference.

**Fiscal Impact:** Coastline Community College will receive \$38,000 from July 1, 2010 through June 30, 2011. No matching funds required.

## **8. Authorization to Enter Into Standard Telecourse Agreements**

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<b>Subject</b>	<b>8.01 CCC - Authorization to Enter Into Standard Telecourse Agreements</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	8. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

**It is recommended that the Board authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.**

ANTHROPOLOGY: THE FOUR FIELDS  
San Bernardino Community College District (CA)  
Term of Agreement: August 16, 2010 – December 18, 2010

ASTRONOMY: OBSERVATIONS AND THEORIES  
CUNY-TV (NY)  
Term of Agreement: August 30, 2010 – August 29, 2013

Maricopa County Community College District (AZ)  
Term of Agreement: August 13, 2010 – August 12, 2013

San Bernardino Community College District (CA)  
Term of Agreement: August 16, 2010 – December 18, 2010

CHILD DEVELOPMENT: STEPPING STONES  
CUNY-TV (NY)  
Term of Agreement: August 30, 2010 – August 29, 2013

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD  
San Bernardino Community College District (CA)  
Term of Agreement: August 16, 2010 – December 18, 2010

Texas Consortium for Educational Telecommunications (TX)  
Term of Agreement: September 1, 2010 – August 31, 2013

CYCLES OF LIFE: EXPLORING BIOLOGY  
CUNY-TV (NY)  
Term of Agreement: August 30, 2010 – August 29, 2013

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21<sup>ST</sup> CENTURY  
Community College of Rhode Island (RI)  
Term of Agreement: January 11, 2011 – December 31, 2013

MEDIA WAVES: AN INTRODUCTION TO MASS COMMUNICATION  
CUNY-TV (NY)  
Term of Agreement: August 30, 2010 – August 29, 2013

San Bernardino Community College District (CA)  
Term of Agreement: August 16, 2010 – December 18, 2010

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN  
San Bernardino Community College District (CA)  
Term of Agreement: August 16, 2010 – December 18, 2010

PSYCHOLOGY: THE HUMAN EXPERIENCE

CUNY-TV (NY)

Term of Agreement: August 30, 2010 – August 29, 2013

TRANSITIONS THROUGHOUT THE LIFE SPAN

CUNY-TV (NY)

Term of Agreement: August 30, 2010 – August 29, 2013

UNDERSTANDING CHEMISTRY IN OUR WORLD

Colorado Mountain College (CO)

Term of Agreement: September 7, 2010 – September 6, 2013

**Fiscal Impact:** No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments

[Telecourses.pdf \(265 KB\)](#)

## **9. Approval of Standard Agreements**

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<b>Subject</b>	<b>9.01 GWC - Standard Agreements</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	9. Approval of Standard Agreements
Access	Public
Type	Consent

### **Approve Standard Internship Agreements**

Workers' Compensation insurance is provided by hosting institution. District student interns are covered under the student health insurance provision.

Intern/Institution: National University (Student Being Placed: Caroline Irabogon)

Scope: Assist the Transfer Center with daily services and events

Department: Transfer Center

Term: September 16 – December 17, 2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Intern/Institution: CSULB (Student Being Placed: Brittany Conrad)

Scope: Prepare at least one lecture and present; prepare exam questions relevant to her lecture

Department: Social and Behavioral Sciences

Term: August 30, 2010 – December 16, 2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Intern/Institution: CSULB (Student Being Placed: Donald Bessom)

Scope: Prepare at least one lecture and present; prepare exam questions relevant to his lecture

Department: Social and Behavioral Sciences

Term: August 30, 2010 – December 16, 2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

<b>Subject</b>	<b>9.02 District - Standard Agreements</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	9. Approval of Standard Agreements
Access	Public
Type	Consent

**Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England**

After review by the Dean of Consumer and Health Sciences and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Erin Bianchi, Orange Coast College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on August 18, 2010. It is recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Impact: No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

## **10. Authorization for Purchase of Institutional Memberships**

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<b>Subject</b>	<b>10.01 OCC - Institutional Memberships</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	10. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

### **RENEWAL**

**Name and Acronym:** South Coast Higher Education Council (SCHEC)

**Term of Membership:** 2010 – 2011

**Cost:** \$50 to be paid from Transfer Center funds

**Purpose:** To stay current in procedures, policies, and records pertinent to financial aid procedures, policies, and records pertinent to financial aid matters; to receive technical assistance; to have a liaison with Congress and federal agencies.

**Subject**            **10.02 GWC - Institutional Memberships**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        10. Authorization for Purchase of Institutional Memberships  
**Access**           Public  
**Type**             Consent

#### **RENEWAL**

**Name and Acronym:** American Institution of Parliamentarians (AIP)

**Term of Membership:** August 31, 2010 to August 31, 2011

**Cost:** \$70

**Purpose:** Benefits the Associated Students with parliamentary journals, newsletters, and programs.

**Name and Acronym:** California Community College Student Affairs Association (CCCSAA)

**Term of Membership:** July 1, 2010 – June 30, 2011

**Cost:** \$75

**Purpose:** Benefits the Associated Students with discounted conference registration for students and advisors, and opportunities for the student leaders to receive scholarship available only to Association membership.

**Subject**           **10.03 CCC - Institutional Memberships**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**         10. Authorization for Purchase of Institutional Memberships  
**Access**           Public  
**Type**             Consent

## **RENEWAL**

**Name and Acronym:** Orange County Forum

**Term of Membership:** September 27, 2010 — August 26, 2011

**Cost:** \$250

**Purpose:** Membership will provide access to business and civic leaders in Orange County to market and network the programs offered through Coastline Community College and the Orange County One-Stop Center. Orange County Forum is a premier educational public affairs forum for today's thought leaders and headline makers to discuss current local, state, national, and international issues of importance to the Orange County Community.

**Name and Acronym:** American Council on Education (ACE)

**Term of Membership:** October 1, 2010 — September 30, 2011

**Cost:** \$2,300

**Purpose:** Membership affiliates the college with all institutions of higher education, bringing together other Washington-based higher education associations for a unified front on critical issues related to students.



**Subject**            **10.04 DIS - Institutional Membership**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        10. Authorization for Purchase of Institutional Memberships  
**Access**           Public  
**Type**             Consent

**Name and Acronym:** Costa Mesa Chamber of Commerce

**Term of Membership:** November 1, 2010 – November 1, 2011

**Cost:** \$600.00

**Purpose:** Membership will provide access to the city business and industrial base through both the activities and publication of the chamber.

## 11. Personnel Items

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<b>Subject</b>	<b>11.01 DIS - Personnel Items</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	11. Personnel Items
Access	Public
Type	Consent

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Schedule Changes, Classified Staff
- e. Authorization for Professional Experts

### File Attachments

[Open.pdf \(12 KB\)](#)

## PERSONNEL ITEMS

### a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

It is recommended that the following resignations be accepted and/or layoffs and terminations be authorized:

#### Administrator

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
McGowan, Joumana	CCC	Dean of Instruction	Resign	10/01/10

#### Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Treadwell, Gary	GWC	Instructor, Automotive	Resign	05/30/10

#### Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Ellis, Cassie	CCC	Eligibility Technician	Layoff	10/18/10
Nguyen, Minh T	CCC	WIA Support Clerk	Layoff	10/18/10
Trejo, Anthony	CCC	Groundskeeper II	Resign	08/31/10

### b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2010-11 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>		<u>To Col/Step</u>	
Campbell, Laurie	OCC	III	13	IV	13
Chu, Alice	GWC	I	08	II	09
Ibranossian, Agatha	OCC	I	10	III	11
Mitchell, Nicholas	GWC	IV	10	V	11
Parker, Kenneth	OCC	II	11	III	12
Sambrano, Michelle	GWC	IV	14	V	15
Ternes, Linda	GWC	IV	07	V	08
Villarreal, Roberto	GWC	II	12	III	13
Zellerbach, Charles	OCC	III	11	IV	12

### c. Authorization for Changes in Salary Schedules

It is recommended that authorization be given for the following changes in the District salary schedules:

#### Classified

##### Extend Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Whistler, Jillian	OCC	Child Car Eligibility Asst	72.5%	100%	10/01/10	12/31/10

### d. Authorization for Schedule Changes, Classified Staff

It is recommended that authorization be given for the following temporary or permanent schedule changes in Classified Staff:

Hours Over Contract-On Call as Needed

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Garcia, Doreen	OCC	Inst/Food Serv Worker1	50%	HOC	08/01/10	05/30/11
Montooth, Carisa	OCC	Exec Asst to the President	75%	HOC	10/01/10	12/31/10

**e. Authorization for Professional Experts**

It is recommended that authorization be given for the following professional experts:

Professional Experts over \$10,000.00

Nieman, Michelle, CCC, to provide instructional design and technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses in Instructional Systems Development for the period 10/10/10 to 12/09/10, to be paid by timecard at \$100.00 per unit, 12.75 units per week for 8 weeks, compensation to be \$10,200.00.

Sagen, Arthur Jay, CCC, to provide Curatorial Services in the Coastline Art Gallery, for the period 09/16/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 5 units per week for 40 weeks, compensation to be \$20,000.00.

Wolzinger, Renah, GWC, to coordinate ongoing efforts in specific CCCD SB-70 career and technical education programs: articulation, alignment of curriculum, consultation with business, industry & institutes of higher education, development/improvement of programs of study, program marketing & outreach and the promotion of work-based learning, for the period 09/16/10 to 05/31/11, to be paid by timecard at \$100.00 per unit, 8.452 units per week for 36 weeks, total compensation to be \$30,427.00.

Young, Gary, CCC, to serve as a System Analyst/Programmer for special projects applications for the Instructional Systems Development department, including developing, designing, coding, testing, debugging and documenting major complex computer programs, modules, subsystems or applications, for the period 10/10/10 to 01/09/11, to be paid by timecard at \$100.00 per unit, 12.917 units per week for 12 weeks, compensation to be \$15,501.00.

Other Professional Experts

Boor Jr., Peter M., OCC, to performs services for Career Education, Perkins Grant, for the period 8/10/10 to 6/30/11, to be paid by timecard at \$100.00 per unit for 47 weeks, compensation to be \$6,000.00.

Montooth, Carisa, OCC, to be a workshop presenter, for the period 10/1/10 to 10/30/10, to be paid by timecard at \$10.00 per unit for 4 weeks, compensation to be \$300.00.

Thron, Rebecca G., OCC, to be a workshop presenter in Community Services, for the period 9/8/10 to 6/30/11, to be paid by timecard at \$10.00 per unit for 30 weeks, compensation to be \$3,000.00.

Torres, Isabel E., OCC, to be a workshop presenter in Community Services, for the period 9/8/10 to 6/30/11, to be paid by timecard at \$10.00 per unit for 30 weeks, compensation to be \$3,000.00.

Tran, Thu H., CCC, to provide instructional design and technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses in Instructional Systems Development, for the period 10/10/10 to 01/09/11, to be paid by timecard at \$10.00 per unit for 12 weeks, compensation to be \$9,000.00.

## **12. Authorization for Independent Contractors**

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**Subject**            **12.01 OCC - Independent Contractors**  
**Meeting**            Sep 15, 2010 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

### **Under \$10,000**

IC Name: Carranza, Christopher

Services: To provide services as piano tuner for the Music Department.

Payment Schedule/Compensation: Expenses NTE \$4,000; to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 to June 15, 2011

Source of Funding: To be paid from ASOCC funds

IC Name: Cash Register Systems

Services: Install of the Captains Table Cash Register System.

Payment Schedule/Compensation: NTE \$3,000; Final amount to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 to June 30, 2011

Source of Funding: To be paid from Instructional Food Service Operation funds

IC Name: Colex Imaging

Services: To provide parts and labor related to print processor repairs in the Photography department.

Payment Schedule/Compensation: Costs NTE \$5,000 for services; to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 to June 15, 2011

Source of Funding: To be paid from Ancillary funds

IC Name: McGee, Mike

Services: To write essays for Ron English exhibition and publication.

Payment Schedule/Compensation: NTE \$1,000. Deposit to be paid of 50% wire transfer to writer on September 16, 2010. Balance to be paid when essay is received. A contributor to the exhibition has donated funds for this expense.

Term of Agreement: September 15, 2010 - October 29, 2010

Source of Funding: To be paid from Foundation and Co-curricular funds

IC Name: Nahas, Dominique

Services: To write essays for Ron English exhibition and publication.

Payment Schedule/Compensation: NTE \$1,500. Deposit to be paid of 50% wire transfer to writer on September 16th, 2010. Balance to be paid when essay is received. A contributor to the exhibition has donated funds for this expense. Foundation will process wire transfer.

Term of Agreement: September 15, 2010 - October 29, 2010

Source of Funding: To be paid from Foundation funds

IC Name: Quinn Power Systems

Services: To provide engine service and maintenance for acc power vessels and Foundation donations.

Payment Schedule/Compensation: NTE \$2,500; total contract amount is \$2,500 to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center funds

IC Name: Richau, Ernest John

Services: To provide specialized race and regatta maintenance support aboard OCC's sailing vessel Mag 80.

Payment Schedule/Compensation: NTE \$3,000; total contract amount is \$3,000 to be paid at the rate of \$400 per day upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center funds

IC Name: Steam Master, Inc.

Services: To provide cushion steam cleaning for OCC Sailing vessels and Foundation donations.

Payment Schedule/Compensation: NTE \$500; total contract amount is \$500 to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center funds

IC Name: Technical Associated Services

Services: To repair, service, and calibrate welding program equipment between

Term of Agreement: August 19, 2010 and June 30, 2011

Payment Schedule/Compensation: NTE \$1,000 To be paid on an as needed basis after receiving and approving estimates.

Source of Funding: Division and Department local and ancillary fund

### **\$10,000 and Over**

IC Name: Coastal Resource Management Inc.

Services: To provide assistance with Eel Grass Mitigation and CA Coastal Commission permits.

Payment Schedule/Compensation: NTE \$17,000; total contract amount is \$17,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center funds

IC Name: Mariachi Sol de Mexico

Services: To serve as guest artist with the OCC Symphony

Payment Schedule/Compensation: NTE \$10,000; to be paid upon submittal of invoice.

Term of Agreement: October 16, 2010

Source of Funding: To be paid \$10,000 from ASOCC and Ancillary funds

IC Name: Master Protection DBA Fire Master

Services: To provide fire extinguisher service and maintenance to OCC Sailing's facility and vessels.

Payment Schedule/Compensation: NTE \$10,000; total contract amount is \$10,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from Foundation or Sailing Center funds

IC Name: Pacific Parking Systems Inc.

Services: For the installation of a new parking permit machine.

Payment Schedule/Compensation: NTE \$15,033.50; total contract amount is \$15,033.50 to be paid upon submittal of invoice as work is completed.

Term of Agreement: September 16, 2010 - June 30, 2011

Source of Funding: To be paid from the Campus Safety Ancillary funds

IC Name: Boatswains Locker

Services: Instruction of OCC Sailing students enrolled in marine diesel classes, repair and maintenance of vessel engines

Payment Schedule/Compensation: Revision – Original NTE \$3,000, Revised to \$15,000; to be paid upon submittal of invoice as work is completed.

Term of Agreement: Original July 1, 2010 – June 30, 2011, Revised to September 16, 2010 – June 30, 2011

Source of Funding: To be paid from Foundation and Sailing Center funds.

**Subject**            **12.02 CCC - Independent Contractors**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        12. Authorization for Independent Contractors  
**Access**           Public  
**Type**             Consent

#### **\$10,000 AND OVER**

IC Name: Oskorus, David

Services: To create web pages with interactive Flash-based activities for Coastline's Technology-Based Learning Initiative Grant

Payment Schedule/Compensation: Milestones 1-3 @ \$1,816/each; Milestone 4 @ \$2,696; Milestone 5 @ \$3,336; Milestone 6 @ \$3,520; for a total contract of \$15,000.

Term of Agreement: September 16, 2010 – June 30, 2011

Source of Funding: Technology-based Learning Initiative Grant funds

#### **UNDER \$10,000**

IC Name: Ridley, Gabrielle

Services: To populate content, review, make corrections, and enter test bank data for Moodle courses.

Payment Schedule/Compensation: 20 lessons @ \$75/lesson to populate content for Moodle conversion courses; 4 courses @\$175/course to review and correct Moodle courses; 2 courses @ \$950/course for database work on test banks for Moodle courses; for at total contract of \$4,100.

Term of Agreement: September 16, 2010 – June 30, 2011

Source of Funding: ISD Publications funds



**Subject**            **12.03 GWC - Independent Contractors**  
**Meeting**            Sep 15, 2010 - Regular Meeting  
**Category**           12. Authorization for Independent Contractors  
**Access**             Public  
**Type**                Consent

IC Name: See below

Services: Speaking panelists during Mental Health for Law Enforcement Officers

Payment Schedule/Compensation: \$114 per panelist per training session, to be paid \$38/hour to be paid upon completion of each training session

Term of Agreement: July 1, 2010 – June 30, 2011

Source of Funding: Mental Health Grant funds

Anderson, Kelly

Becker, Lisa

Boyd, Theresa

Gulshan, Suzie

(Revision is to add Suzie Gulshan to list of panelists. Previous Board action: 6/16/10.)

Kinzer, Gary

Naftel, Martin

Ottiger, Mike

Rowley, Renee

Torres, Joy

Woodward, Frank

**Subject**            **12.04 DIS - Independent Contractors**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        12. Authorization for Independent Contractors  
**Access**           Public  
**Type**              Consent

**Under \$10,000**

IC Name: Beeson, Tayer & Bodine, APC

Services: Development of collaborative workplace processes and relationships, conflict resolution and constructive labor-management relations with summary report

Payment Schedule/Compensation: NTE \$3,100.00 for preparation and presentation of October 4, 2010 negotiation/collective bargaining workshop with final report to be completed by October 11, 2010; payment to be made upon presentation of final report and receipts for expenses

Term of Agreement: September 16, 2010 – October 11, 2010

Source of Funding: CFE, CFCE, Coast CCA, and District funds

**\$10,000 and Over**

IC Name: Jerry Rudmann

Services: Attend Vision 2020 Master Plan planning meetings; coordinate, write and edit to completion the Vision 2020 District Master Plan, to include introductions, demographics, current District data and components including but not limited to technology, financial, staffing and facility plans; first draft to be completed by 1/30/11, final draft to be completed by 4/30/11, completed version by 5/31/11.

Payment Schedule/Compensation: NTE \$20,000.00. First payment upon conclusion of first draft on 1/30/11 and remaining to be disbursed after final draft between May 31 and June 30, 2011.

Term of Agreement: September 16, 2010 – June 30, 2011

Source of Funding: Master Planning Funds

### **13. Authorization for Professional Development Program**

**Subject**            **13.01 DIS - Professional Development**  
**Meeting**            Sep 15, 2010 - Regular Meeting  
**Category**           13. Authorization for Professional Development Program  
**Access**             Public  
**Type**                Consent

#### **OPTION I - TUITION, BOOKS, AND FEES:**

Name	Course/Seminar	Date	Amount
Aguirre, Isaiah PR Assistant CCC	7502 Marketing Mgmt Pers 7503 Intensive: Gp Dynamics 7505 New Techniques Biola University	8/23/10-12/03/10 8/20/10-8/21/10 8/25/10-12/03/10	\$3250.00
Coker, Paula Foundation Asst CCC	Eng. 121 English Comp Ashford University	8/17/10-9/20/10	\$1116.00
Drennen, Paula Staff Aide CCC	Math 130 College Algebra OCC	8/30/10-12/19/10	\$285.00
Le, Kristen Staff Assist CCC	Acct. C101 Financial Accounting CS G130 Survey of Comp Science Math C140 Business Calculus GWC/CCC	8/30/10-12/19/10 8/30/10-12/19/10 8/30/10-12/19/10	\$800.00
Farrow, James Fiscal Specialist OCC	HIS 471 A American Colonial Civ SOC 341 Social Interaction Cal State Fullerton	8/23/10 – 12/6/10 8/26/10 – 12/9/10	\$2,500.00
Schramm, Lynn Division Coordinator GWC	ACCT 472 Accounting DESC 471 Statistical Methods of Business Pepperdine University	8/30/10 – 12/06/10 8/31/10 – 12/07/10	\$3250.00

Kyllingstad, Claire  
HR Specialist  
GWC

HUM C130  
History & Appreciation of the  
Cinema  
CCC

08/30/10 – 12/19/10

\$250.00

**Subject**           **13.02 OCC - Professional Development**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**          13. Authorization for Professional Development Program  
**Access**           Public  
**Type**             Consent

**Fielding Graduate University School of Educational Leadership Change National Session**

**Date:** July 19 – 23, 2010

**Purpose:** Melinda Nish (OCC, Vice President of Instruction) to attend National Session at Tucson, Arizona

**Cost/Purpose/Funding Source:** Reimbursement for expenses incurred NTE \$1500 to be paid from Management Professional Development Funds

## **14. Authorization for Staff Development**

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<b>Subject</b>	<b>14.01 GWC - Staff Development</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	14. Authorization for Staff Development
Access	Public
Type	Consent

School of Nursing Department Symposium

Date(s): October 4, 2010

Purpose: Faculty training and overview of effective teaching, curriculum, and programmatic strategies for upcoming accreditation visit from Board of Registered Nursing (BRN).

Cost/Purpose/Funding Source: \$450 for food and additional expenses from IPD and Foundation funds.

## **15. Approval of Purchase Orders**

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**Subject**        **15.01 DIS - Purchase Orders**  
**Meeting**        Sep 15, 2010 - Regular Meeting  
**Category**       15. Approval of Purchase Orders  
**Access**         Public  
**Type**            Consent

**File Attachments**

[PurchaseOrderDIST.pdf \(18 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT	
P0321710	Continental Plumbing Inc Bid 1977 Newport Beach Learning Center Phase I Category B- Underground Utilities (GOB) Board Date: 08/18/10	CCC-GB	6120	908,005.00	○
P0321711	Castlerock Environmental Inc Bid 1977 Newport Beach Learning Center Phase I Category A- Abatement & Demolition (GOB) Board Date: 08/18/10	CCC-GB	6120	265,751.00	
P0321618	North OC Comm College District Open PO for on-line service for Voyager library circulation and catalog system	DIS	5899	203,512.00	
P0321709	Snowden Electric Co Inc Bid 1977 Newport Beach Learning Center Phase I Category D- Underground Electrical (GOB) Board Date: 08/18/10	CCC-GB	6120	173,500.00	
P0321707	Day Star Industries Inc Bid No. 1982 Student Center Kitchen Rebid Category R-Millwork/Finish Carpentry (GOB) Board Date: 07/21/10	OCC-GB	6250	76,203.84	
P0321559	Trend Offset Printing Print Fall 2010 Class Schedules Bid 1944	CCC	4321	67,068.18	
P0321533	Smarthinking Inc 2000 hours of on-line tutoring services. Board Date: 08/18/10	OCC	5699	61,000.00	○
P0321579	Community College League of Calif Annual League membership dues. Board Date: 08/18/10	DIS	5320	45,533.00	
P0321581	OC Auditor-Controller County fees	GWC	5899	38,000.00	
P0321537	DLT Solutions Inc Software updates for Enterprise system for District	DIS	5638	25,726.77	
P0321526	Spicers Paper Inc Print and Graphics paper supplies	CCC	5899	25,000.00	
P0321527	Kelly Paper Print Shop paper stock	CCC	5899	25,000.00	
P0321539	Coastal Press Inc Printing services	CCC	4321	25,000.00	
P0321553	Xerox Corp Lease of Xerox copier for Reprographics Department	OCC	5638	24,400.00	
P0321532	Technical Associated Services Hardness tester for Welding Technology classes	OCC	6401	24,109.76	
P0321628	Gaumard Scientific Co Neonatal birthing simulator for Nursing program	GWC	6401	21,446.33	○



## Purchase Orders

P0321510	TechRoom Inc Open purchase order for maintenance and service of MAC computers	CCC	5638	21,000.00
P0321582	Phoenix Group Info Systems Parking citations processing	GWC	5899	17,000.00
P0321538	BJ Bindery Inc Binding for Graphics Dept	CCC	5899	15,000.00
P0321691	Pacific Parking Systems Inc Parking Pay and Display station machine	GWC	6401	14,681.25
P0321634	Studica Inc License for digital media software design classes	CCC	5699	14,208.00
P0321516	PGINET Consulting Open PO to upgrade gwcpayments.com web page. Board Date: 04/07/10	DIS	5899	13,940.00
P0321580	Community College League of Calif NATCAA membership dues. Board Date: 08/18/10	DIS	5320	13,486.25
P0321558	Board of Governors-CA Comm Colleges Chancellors Office Student Right-To-Know renewal. Board Date: 06/17/09	DIS	5877	11,700.00
P0321525	Storefront Door Repair Campus storefront doors and repairs	OCC	5650	10,000.00
P0321540	OC Printing Graphics Dept printing	CCC	4310	10,000.00
P0321583	Kelly Equipment Parking Lot Sweeper Service/Repairs	OCC	5657	10,000.00
P0321617	Computerland of Silicon Valley	OCC	5699	9,910.39
P0321632	Community College League of Calif	DIS	5320	9,000.00
P0321550	Location Air	OCC-GB	6250	7,750.00
P0321609	Keenan & Associates	OCC-GB	5472	7,297.10
P0321705	Barco Products Co	OCC-GB	4312	7,124.53
P0321541	Elliott Pattison Sailmakers	OCC	4312	7,101.38
P0321629	Dell Higher Education	GWC	6412	6,659.31
P0321524	AT & T	CCC-GB	6129	6,482.59
P0321708	Wilcox, Susan	CCC	5112	6,400.00
P0321493	T & L Printing Inc	CCC	5899	6,000.00
P0321521	Follett Higher Education Group Inc #1094	OCC	7601	6,000.00
P0321578	Xerox Corp	OCC	5638	5,510.00
P0321594	Public Economics Inc	DIS	5112	5,000.00
P0321635	SIGMAnet Inc	CCC	4315	4,883.94
P0321576	Xerox Corp	OCC	5638	4,800.00
P0321649	Carolina Biological Supply	CCC	4312	4,293.54
P0321557	Vortex Industries Inc	GWC	6411	4,196.00
P0321626	Aardvark Clay Supply	CCC	4312	4,077.71
P0321706	Electro Systems Electric	OCC-GB	5899	3,975.00
P0321577	Calif Communication	GWC	5899	3,740.00
P0321604	Benner Metals Corp	OCC	4312	3,670.86

## Purchase Orders

P0321671	Bill's Camera	GWC	4312	3,550.00
P0321508	Office Depot	CCC	4312	3,500.00
P0321596	Mezun.com Inc	OCC	5850	3,500.00
P0321647	Follett Higher Education Group Inc #1181	GWC	4312	3,500.00
P0321669	United Parcel Service Inc	DIS	5831	3,500.00
P0321674	Dell Higher Education	OCC	4312	3,073.60
P0321486	AAA Flag & Banner Mfg Co Inc	CCC	4310	3,000.00
P0321492	System One Business Products Inc	CCC	5899	3,000.00
P0321519	Fastsigns	OCC-GB	4312	3,000.00
P0321566	Datamax O'Neil Printer Supplies	GWC	4312	3,000.00
P0321512	3M Co	OCC	5638	2,934.38
P0321511	Digital Broadcast Inc	CCC	5638	2,922.00
P0321646	Dell Higher Education	OCC	6412	2,832.74
P0321530	Dakota Ultrasonics	OCC	5699	2,576.31
P0321627	Respondus Inc	GWC	5699	2,545.00
P0321560	Whitt, Kimberly	CCC	5112	2,500.00
P0321564	OC Wholesale Flowers	GWC	4312	2,500.00
P0321681	Metro Car Wash	OCC	5899	2,310.94
P0321555	Pacific Lift & Equipment Co Inc	GWC	5899	2,265.00
P0321677	B & H Photo-Video	OCC	4312	2,056.97
P0321484	Action Mailing Inc	CCC	4310	2,000.00
P0321490	Micro Center	CCC	4312	2,000.00
P0321503	Rhino Electric Supply	CCC	4312	2,000.00
P0321515	Office Depot	OCC	4312	2,000.00
P0321536	Dell Higher Education	OCC	6412	1,967.74
P0321480	Xap Corp	CCC	5699	1,858.10
P0321696	Walters Wholesale Electric Co	OCC	4312	1,808.70
P0321495	ACT Inc	CCC	5699	1,805.25
P0321494	CAPP:Computerized Assess & Placement	CCC	5638	1,800.00
P0321598	CI Solutions	OCC	4312	1,765.00
P0321606	Hardy Diagnostics	OCC	4312	1,739.86
P0321679	B & H Photo-Video	OCC	4312	1,719.74
P0321654	Fisher Scientific	CCC	4312	1,715.67
P0321631	GovConnection Inc	DIS	6412	1,703.89
P0321653	Fisher Scientific	CCC	4312	1,661.30
P0321502	SIGMAnet Inc	CCC	4315	1,646.26
P0321595	Creation Engine Inc	OCC	5699	1,530.00
P0321692	Safeguard Business Systems Inc	DIS	4312	1,520.73
P0321489	Lynde-Ordway Co	CCC	5899	1,500.00
P0321522	OCC Ancillary#1000-24750-8070	OCC	7601	1,500.00
P0321556	Geocon Consultants Inc	OCC-GB	6127	1,500.00
P0321605	Community College League of Calif	DIS	5320	1,500.00
P0321648	Follett Higher Education Group Inc #1181	GWC	4312	1,500.00
P0321689	Medical Processor Services	OCC	5638	1,500.00
P0321613	Sehi Computer Products Inc	GWC	6412	1,435.15
P0321523	Oceanside Photo & Telescope	OCC	5657	1,350.00
P0321509	System One Business Products Inc	CCC	5638	1,200.00
P0321686	OCC Food Services	OCC	4312	1,200.00
P0321633	Provisio LLC	OCC	5699	1,050.00

P0321485	Art Supply Warehouse	CCC	4312	1,000.00
P0321487	Jalema Inc	CCC	4312	1,000.00
P0321496	Prudential Overall Supply Co	CCC	5899	1,000.00
P0321520	Lynde-Ordway Co	GWC	5657	1,000.00
P0321610	Titlewave Video Subtitling Service	OCC	5899	1,000.00
P0321698	Micro Center	GWC	4677	1,000.00
P0321652	Fisher Scientific	CCC	4312	987.76
P0321672	Hoover Printing & Lithography Inc	OCC	4321	973.31
P0321483	CDWG	CCC	4315	956.52
P0321612	LT Enterprises	GWC	5638	920.00
P0321563	Pacific Lift & Equipment Co Inc	GWC	4312	904.88
P0321567	Mike Gibson Manufacturing	GWC	4312	889.09
P0321694	Walters Wholesale Electric Co	OCC	4312	887.45
P0321688	Xerox Corp	CCC	5682	876.00
P0321589	Henry Schein Inc	OCC	4312	855.57
P0321573	Jazz-Z Beauty Products Inc	GWC	4312	832.41
P0321695	Walters Wholesale Electric Co	OCC	4312	805.92
P0321562	Art Supply Warehouse	GWC	4312	800.00
P0321620	Office Depot	GWC	4312	800.00
P0321584	CI Solutions	OCC	5638	795.00
P0321588	Henry Schein Inc	OCC	4312	777.40
P0321683	Fisher Scientific	OCC	4312	754.75
P0321586	Andtech Corporation	DIS	5899	750.00
P0321682	Kilgore Int'l	OCC	4312	699.13
P0321569	Chem Pro Laboratory Inc	GWC	5650	686.63
P0321603	CTI-Valueline	OCC	4312	652.47
P0321568	ProForce Law Enforcement	GWC	4312	649.78
P0321507	Art Supply Warehouse	CCC	4312	646.72
P0321623	Office Depot	OCC	4312	618.02
P0321513	Office Depot	OCC	4312	600.00
P0321599	Dell Higher Education	OCC	4312	570.32
P0321697	Walters Wholesale Electric Co	OCC	4312	569.45
P0321625	Blick Art Materials	CCC	6411	528.78
P0321658	Flinn Scientific Inc	CCC	4312	527.66
P0321514	ACOM Solutions	DIS	4312	520.65
P0321551	Engineerica Systems Inc	OCC	4312	503.94
P0321506	Bob's Shade & Linoleum	CCC	4312	500.00
P0321549	Office Depot	GWC	4312	500.00
P0321585	C2 Reprographics	DIS	4321	500.00
P0321676	Sehi Computer Products Inc	OCC	4312	500.00
P0321552	AppDev Products LLC	DIS	5898	492.52
P0321542	Shutterstock Images LLC	OCC	5699	458.00
P0321571	Follett Higher Education Group Inc #1181	GWC	4312	450.00
P0321499	Office Depot	GWC	4312	431.96
P0321630	GovConnection Inc	DIS	4315	425.23
P0321701	Psychological Assessment Resources Inc	CCC	4285	420.30
P0321592	Henry Schein Inc	OCC	4312	413.14
P0321664	Newport Beach Chamber of Commerce	CCC	5320	410.00
P0321528	OCLC Inc	OCC	5110	409.16

P0321667	Dallas County Comm Coll Dist	CCC	5748	405.00
P0321693	Walters Wholesale Electric Co	OCC	4312	402.27
P0321565	Island Florals	GWC	4312	400.00
P0321700	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0321666	Automatic Sync Technologies LLC	CCC	4401	396.75
P0321497	Wall Street Journal	CCC	5306	395.28
P0321699	NCMPR	CCC	5320	395.00
P0321655	Frey Scientific	CCC	4312	391.24
P0321656	Flinn Scientific Inc	CCC	4312	385.09
P0321460	Antenna ID Products	DIS	4312	377.01
P0321684	mac guys	OCC	4315	368.67
P0321659	Daily Pilot	CCC	5306	360.00
P0321591	Henry Schein Inc	OCC	4312	355.64
P0321690	CDWG	CCC	4315	353.98
P0321615	Konica Minolta Business Solutions Inc	GWC	5638	351.00
P0321637	Dell Higher Education	OCC	4315	324.54
P0321501	Carolina Biological Supply	CCC	4312	321.60
P0321601	Tri-Anim Health Services	OCC	4312	317.53
P0321482	Sehi Computer Products Inc	GWC	4315	315.98
P0321545	ERC Wiping Products Inc	OCC	4312	312.75
P0321673	Mettler-Toledo Inc	OCC	4312	307.00
P0321624	Office Depot	DIS	4312	303.99
P0321491	Prudential Overall Supply Co	CCC	4312	300.00
P0321548	Office Depot	GWC	4312	300.00
P0321619	Office Depot	OCC	4312	300.00
P0321621	Office Depot	OCC	4312	300.00
P0321641	Office Depot	OCC	4312	300.00
P0321642	Office Depot	OCC	4312	300.00
P0321668	CCCCIO	CCC	5320	300.00
P0321657	Flinn Scientific Inc	CCC	4312	292.48
P0321616	SoCal Office Technologies Inc	GWC	5638	291.72
P0321534	Xerox Corp	OCC	5638	280.18
P0321650	Fisher Scientific	CCC	4312	269.71
P0321531	Xerox Corp	OCC	5638	253.56
P0321518	Hitt Marking Devices Inc	DIS	4312	250.00
P0321597	McMaster-Carr	OCC	4312	250.00
P0321602	Follett Higher Education Group Inc #1094	OCC	4312	250.00
P0321687	Follett Higher Education Group Inc #1094	OCC	4312	250.00
P0321535	Xerox Corp	OCC	5638	249.27
P0321670	OC Register	CCC	5306	238.65
P0321614	Sehi Computer Products Inc	GWC	4315	235.55
P0321587	Henry Schein Inc	OCC	4312	211.84
P0321488	Laguna Framing Co	CCC	5899	200.00
P0321570	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321638	Office Depot	OCC	4312	200.00
P0321639	Office Depot	OCC	4312	200.00
P0321640	Office Depot	OCC	4312	200.00
P0321643	Office Depot	OCC	4312	200.00
P0321644	Office Depot	OCC	4312	200.00

Purchase Orders

P0321645	Office Depot	OCC	4312	200.00
P0321702	Aardvark Clay Supply	CCC	4312	200.00
P0321500	Bulbman Inc	CCC	4401	186.08
P0321590	Exacta Dental Products Inc	OCC	4312	178.35
P0321544	Harbor Freight Tools	OCC	4312	166.32
P0321622	Office Depot	OCC	4312	150.43
P0321608	Lowe's HIW Inc	OCC	4312	150.00
P0321543	Sehi Computer Products Inc	OCC	4312	145.24
P0321651	Wards Natural Science	CCC	4312	133.80
P0321572	Follett Higher Education Group Inc #1181	GWC	4312	120.00
P0321680	Home Depot	OCC	4312	113.86
P0321685	World Point	OCC	4312	111.63
P0321505	Garden Grove Chamber Commerce	CCC	5320	100.00
P0321593	MCM	OCC	4312	98.37
P0321498	Psychological Assessment Resources Inc	CCC	7601	80.00
P0321607	Hardy Diagnostics	OCC	4312	58.08
P0321504	Computerland of Silicon Valley	CCC	5699	56.00
P0321665	OC News	CCC	5306	55.00
P0321517	Hitt Marking Devices Inc	DIS	4312	52.66
P0321529	Thomson Reuters/Barclays	OCC	6301	51.12
P0321561	Office Depot	GWC	4312	41.28
P0321662	Coast Magazine	CCC	5306	36.00
P0321600	Demco Inc	OCC	4312	35.69
P0321661	Orange Coast Magazine	CCC	5306	32.00
P0321663	Westminster Journal	CCC	5306	30.00
P0321678	Follett Higher Education Group Inc #1094	OCC	4312	27.19
P0321660	OC Metro	CCC	5306	25.00
P0321703	Troxell Communications Inc	CCC	4401	20.88
P0321675	Amazon.com	DIS	4285	15.07
	<b>Total</b>			<b><u>\$2,441,371.31</u></b>

**Object Code Legend**

3000-3999	Staff Benefits
4200-4299	Books, Replacement of
4300-4799	Supplies/Printing
5100-5199	Consultants/Lecturers
5200-5299	Conferences/Travel
5300-5399	Dues/Memberships/Subscriptions
5400-5499	Insurance
5500-5599	Utilities/Services/Contracts
5600-5601	Film Rental
5630-5673	Repairs/Equipment and Facilities
5682-5699	Lease/Rentals
5700-5899	Other Expense of Operations
6100-6299	Site/Site Improvements/Building
6300-6399	Books, New Acquisitions
6400-6499	Equipment, New/Replacement

## 16. Ratification/Approval of Checks

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**Subject**            **16.01 DIS - Check Approval**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        16. Ratification/Approval of Checks  
**Access**           Public  
**Type**             Consent

**File Attachments**

[CheckApproval8-15-10.pdf \(28 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0147164	PacifiCare of California Medical Premiums	548,838.17
0146986	Medco Health Solutions Inc Medical Prescription Claims	309,976.93
0146984	Kaiser Foundation Health Plan Inc Medical Premiums	259,536.75
0146983	Coast Community College Dist CCCD Medical Claims	227,578.45
0147161	Coast Community College Dist CCCD Medical Claims	177,681.83
0146910	Climatec Building Technologies Dist - Upgrd Technology Mechanical Cntrl	152,919.68
0146912	Coast Community College Dist CCCD Medical Claims	142,412.17
0146824	ACSIG Dental / Edge District Dental Claims and Admin Fees	113,205.44
0147115	Southern Calif Edison Co Electricity District Wide	60,401.56
0147065	Constellation NewEnergy Inc Electricity District Wide	56,359.14
0146920	Burke Williams & Sorensen LLP District Board General Counsel Legal Service	47,347.38
0146828	Apple Computer Inc OCC Visual Arts Dept. - 60 Desktop Computers	42,358.93
0146823	Cambridge West Partnership LLC Facilities -OCC and GWC Final Project Proposals	36,000.00
0146889	The Irvine Co LLC Lease payment for One-Stop Center - Irvine	35,008.94
0146928	Constellation NewEnergy Inc Electricity District Wide	32,955.70
0146947	Mobile Modular Management Corp Relocatables for CCC Early College High School	31,308.00
0146840	CCCD Student Refunds Student Refunds	28,568.75
0147014	Southern Calif Edison Co Electricity District Wide	27,944.41
0146802	Studica Inc	22,950.00
0147060	CCCD Student Refunds	21,790.90
0147049	ATI/Assessment Technology Institute	20,861.19
0146812	Unisource Worldwide Inc	20,825.97
0147121	Special Pay Retirement Plan	20,033.10
0146760	City of Huntington Beach	18,963.19
0147116	Special Pay Retirement Plan	14,747.28

0147059	CCC Sac	14,314.00
0147010	OC Auditor-Controller	13,657.50
0146945	Mesa Consolidated Water Dist	12,656.55
0146845	CompuCom Systems Inc	12,271.00
0146993	Avalon Center at Garden Grove	12,234.45
0146818	Xerox Corp	12,080.76
0147118	Special Pay Retirement Plan	11,946.13
0146761	College Board	11,734.00
0147080	Human Resource Marketing Services Inc	10,900.00
0146981	Castagna Awnings	10,815.19
0147122	Special Pay Retirement Plan	10,355.96
0147024	Xerox Corp	10,118.81
0146941	ii Fuels, Inc	9,367.51
0146788	Oracle America Inc	8,978.34
0146883	Southern Counties Oil Co	8,764.30
0146837	Callahan & Blaine	8,139.59
0146992	Atkinson Andelson Loya Ruud & Romo	7,593.90
0146961	Storefront Door Repair	7,425.00
0147171	Special Pay Retirement Plan	7,173.06
0146841	CCCD-Cash Clearing	7,087.55
0146861	KPSS Inc	7,006.55
0147170	Special Pay Retirement Plan	6,518.29
0146882	Southern Calif Edison Co	6,295.12
0146762	CR & R Inc	6,248.88
0147117	Special Pay Retirement Plan	6,231.62
0146810	Thyssenkrupp Elevator	6,192.00
0146982	Division of State Architect	5,691.82
0146985	Kaiser Foundation Health Plan Inc	5,539.61
0147044	Advantage Graphics & Printing	5,432.06
0146996	Business Properties	5,392.27
0146811	Townsend Public Affairs Inc	5,240.00
0146816	Waxie Sanitary Supply	5,191.96
0146793	Wendy Rakochy	5,082.00
0146927	Coast Community College District	5,072.80
0146893	United States Postal Service	5,000.00
0146942	Image Printing Solutions	4,741.50
0146804	SunGard Higher Education Inc	4,660.44
0146848	Dell Higher Education	4,319.11
0147012	School Services of Calif Inc	4,200.00
0147124	Sport Chalet Team Sales	4,018.31
0147056	Carolina Biological Supply	4,017.00
0146987	AJB Education Consulting	4,000.00
0146903	Waxie Sanitary Supply	3,962.21
0147077	Michael Giblin	3,900.00
0146886	The Gas Co	3,862.82
0146913	Keenan & Associates	3,850.00



0146763	Dell Higher Education	3,810.56
0146773	Irvine Pipe & Supply	3,721.37
0146950	On-Site LaserMedic Corp	3,691.18
0147168	Vision Service Plan	3,500.20
0146934	Faronics Technologies USA Inc	3,436.64
0146799	Southern Calif Edison Co	3,426.37
0147066	Dell Higher Education	3,208.26
0147119	Special Pay Retirement Plan	3,166.98
0147120	Special Pay Retirement Plan	2,905.17
0147076	Gale Group Inc	2,803.87
0146789	Pacific Blue Micro	2,762.50
0147057	CCC	2,736.60
0146872	Pak West Paper & Packaging	2,605.65
0147114	Smith Pipe & Supply Inc	2,602.59
0147163	Moll, Phyllis J.	2,600.00
0147020	TouchNet Information Systems Inc	2,500.00
0147004	ii Fuels, Inc	2,399.36
0146863	Micro Focus	2,365.73
0147123	Spicers Paper Inc	2,348.40
0146888	The Gas Co	2,340.50
0146959	SMH Colocation	2,150.00
0146999	Energy Conservatory	2,108.39
0146904	Susan Wilcox	2,079.00
0146855	Home Depot	2,038.72
0147058	CCC Contract Education	2,028.00
0146867	OCE'	1,966.87
0146759	City of Fountain Valley	1,954.76
0146820	Ingardia Brothers Produce Inc	1,902.20
0146965	Time Warner Cable	1,884.67
0146771	HSBC Business Solutions	1,847.61
0146971	Waxie Sanitary Supply	1,816.06
0146877	Riddell/All American Sports Corp	1,722.93
0146969	Victory Custom Athletic Inc	1,694.14
0146847	CR & R Inc	1,662.11
0147052	Buddy's All-Star Inc	1,621.20
0146805	Christian Teeter	1,595.00
0147007	Lynberg & Watkins	1,595.00
0147070	Everblue Training Institute	1,595.00
0147071	Everblue Training Institute	1,595.00
0146916	AT & T	1,585.44
0146931	Dept of Justice	1,580.00
0146884	Spicers Paper Inc	1,566.00
0147167	Unum Ltc	1,558.40
0147018	Time Warner Cable	1,553.00
0147037	Bob's Shade & Linoleum	1,513.90
0147094	Office Depot	1,452.83

0147074	Fuller Engineering Inc	1,429.40
0146915	Agile Sports Technologies	1,400.00
0147107	San Mateo Co Comm College Dist	1,350.00
0146994	Blue Sky Outfitters	1,335.27
0147054	Calif Dept of Health Services	1,320.00
0147097	Pivot Point Int'l Inc	1,318.65
0147082	Irvine Pipe & Supply	1,299.30
0146924	CI Business Equipment Inc	1,295.00
0147038	Taylor & Associates	1,250.15
0146851	Fisher Scientific	1,229.61
0147127	System One Business Products Inc	1,200.00
0146846	Nicholas Contopoulos	1,100.00
0146862	MailFinance Inc	1,081.00
0146990	AT & T	1,060.98
0147067	Delta Biologicals	1,056.80
0146881	Jane Smith	1,000.00
0147079	Home Depot	988.87
0146864	Mr B's Lawnmower & Saw Shop	985.25
0146925	CI Solutions	964.38
0147083	Kelly Paper	942.02
0146960	Southern Calif Edison Co	939.00
0147078	Hardy Diagnostics	925.49
0146803	Sunbelt Software Inc	913.50
0147008	Michael Myers	900.00
0146781	Marina Landscape Inc	895.00
0147009	NAFSA Publications Center	860.00
0146832	AT & T	841.87
0146948	Office Depot	838.79
0146772	Iron Mountain	808.16
0146821	Stater Bros Markets	806.09
0146808	The Gas Co	800.06
0146865	Angelika Nemeth	800.00
0147015	Step by Step Early Learning Center	800.00
0146973	Western Graphics Plus	793.36
0147055	Matthew Carlton	787.50
0146777	Knorr Systems Inc	762.58
0147023	Verizon California	756.07
0146775	Johnstone Supply	738.96
0147081	ID Card Technology Corp	737.73
0147013	Sehi Computer Products Inc	731.70
0147095	Orange Coast Auto Repair	726.48
0146813	United Direct Marketing Inc	725.00
0146849	Evonne Durand	700.00
0147096	Orkin Commercial Services	695.00
0146871	Orange Coast Auto Repair	663.30
0146953	Rancho Vista Landscaping Inc	660.00

0146911	CCCD Workers Comp Trust Fund	601.09
0147165	PacificCare of California	584.92
0146975	Xerox Corp	581.64
0147075	Gabel's Cosmetics Inc	580.73
0146807	The Gas Co	579.73
0146776	Key Equipment Finance Inc	578.55
0146819	Xerox Corp	577.64
0147109	Security Signal Devices	577.00
0146938	GWC Admissions & Records	572.00
0147129	Verizon Wireless	569.19
0147053	Burmax Co Inc	568.97
0146839	Carolina Biological Supply	554.54
0147039	ACCT	525.00
0147040	ACCT	525.00
0146936	Fisher Scientific	518.89
0147011	Office Depot	516.31
0146767	Fisher Scientific	506.94
0146890	The Shredders	480.00
0147063	Community College League of Calif	475.00
0147064	Community College League of Calif	475.00
0146988	Andtech Corporation	470.88
0146967	United Pumping Service Inc	463.75
0146754	Automatic Sync Technologies LLC	463.45
0146866	Nextel Communications	444.93
0147050	B & P Services Inc	442.94
0146806	The Gas Co	434.95
0147160	CCCD Workers Comp Trust Fund	413.32
0146785	NAFSA Publications Center	410.00
0146937	Joscelyn Franzoy	384.79
0146787	OCLC Inc	382.59
0146770	Home Depot	377.65
0147087	OC Auditor-Controller	374.00
0146873	Martha Parham	367.40
0146857	Irvine Pipe & Supply	365.42
0146825	Accurate Termite & Pest Control	365.00
0147045	Aguinaga Green Inc	359.96
0146870	Office Depot	358.48
0147111	Siemens Water Technologies Corp	353.18
0146801	Staples Advantage	346.05
0146997	City Of Newport Beach	346.00
0146972	West Payment Center	339.57
0146860	William Kerwin	337.70
0146914	3M Clean Water Solutions	336.00
0146859	William Kerwin	335.57
0147072	Ewing Irrigation Products Inc	334.52
0146968	Verizon California	327.99

0147125	Staples Advantage	315.48
0146766	Federal Express Corp	311.09
0147002	HB Chamber of Commerce	309.00
0147089	OC Auditor-Controller	304.00
0146898	Varitek Inc	302.06
0147005	William Koenig	300.00
0146974	World-Wide Fire Inc	298.50
0146795	SC Sign & Supply LLC	297.76
0147062	Coastal Carbonic	296.89
0146783	Model Glass & Mirror	294.00
0146891	Thomson Reuters/Barclays	291.00
0147162	Thomas Folga	289.20
0146842	Cintas First Aid & Safety	283.83
0147073	Ford Electronics Inc	283.69
0146955	Safety 1st Pest Control Inc	283.50
0147006	Laborer's Int'l Union of North Amer	279.00
0146921	Calif Tool Welding Supply	274.85
0146963	Thorn-Smith Labs	272.00
0146930	Dell Higher Education	269.95
0147106	Rhino Electric Supply	268.94
0147090	OC Auditor-Controller	266.00
0146958	Smardan Supply Co-Orange Coast	263.16
0146836	Calif Tool Welding Supply	261.33
0146791	Pep Boys	260.60
0147046	Airgas West Inc	257.94
0146943	Iron Mountain	253.97
0146933	EEDEC	250.00
0147041	Accurate Termite & Pest Control	250.00
0146786	OC Register	248.81
0146768	Fry's Electronics	244.63
0146798	Smardan Supply Co-Orange Coast	236.79
0146755	Business Office Solutions	233.92
0146809	The Shredders	228.00
0147131	Xerox Corp	216.92
0146852	FRS Environmental	214.50
0146765	Eberhard Equipment Inc	205.21
0146780	Main Electric Supply Co	204.89
0146902	Jocelyn Wang	203.36
0146970	Water Tech	200.54
0146757	CAF Tech Inc	199.88
0146917	Baker & Taylor	199.09
0146826	Alan's Lawnmower & Garden Ctr Inc	198.18
0147048	AT & T	197.54
0147017	Thomson West	189.24
0146901	VWR Int'l Inc	181.76
0146892	Thomson West	179.65

0147110	Shred Confidential Inc	177.19
0146944	Iron Mountain Records Mgmt	176.52
0146815	Walters Wholesale Electric Co	174.46
0146756	Business Office Solutions	171.72
0146926	City of Fountain Valley	168.81
0146856	Iron Mountain Records Mgmt	160.66
0146935	Federal Express Corp	154.59
0146838	Carmen's Uniforms Inc	152.20
0146919	Beyaoju, Andrea	151.97
0147043	ACHRO/EEO	150.00
0147126	Storage Place	150.00
0147051	Baker & Taylor	144.23
0146835	B & P Services Inc	143.81
0146792	Psychological Solutions Inc Deborah Silveria	141.00
0146774	Mary Jackson	138.54
0146778	Lantano, John John	136.00
0146782	Mariposa Women & Family Center	136.00
0146991	AT & T	134.14
0146814	USA Mobility Wireless Inc	133.92
0146784	MT Walker Co	130.00
0146817	Westminster Chamber of Commerce	130.00
0146764	Dish Network Chicago	128.43
0147061	CIT Technology Fin Serv Inc	123.98
0146922	Carmen's Uniforms Inc	122.12
0147047	Alliance Payphone Inc	118.00
0146946	Minuteman Plumbing & Drains	115.50
0146833	AT & T	114.18
0146769	Grainger	113.96
0147130	Jocelyn Wang	110.76
0146906	Xerox Corp	107.68
0146899	Verizon California	105.72
0147088	OC Auditor-Controller	104.50
0147085	Los Angeles Times	104.30
0147000	Follett Higher Education Group Inc #1094	101.38
0146829	AT & T	101.35
0146962	TALX Corp	101.00
0146796	Sehi Computer Products Inc	99.78
0147166	Terrance Pietenpol	96.40
0146868	OCE' Financial Services Inc	92.42
0146790	Angela Padilla	92.35
0146850	Ewing Irrigation Products Inc	88.98
0146794	Cynthia Reber-Bonhall	85.53
0146880	Melissa Simpson	85.00
0146989	Antimite Termite & Pest Control	85.00
0146940	IBS of Calif Coast	84.61
0147022	Verizon California	83.26

0146964	Time Warner Cable	82.63
0147101	Prudential Overall Supply Co	80.63
0147103	Prudential Overall Supply Co	80.63
0147019	Toshiba Business Solutions	79.02
0146879	Sehi Computer Products Inc	78.33
0146894	USA Mobility Wireless Inc	75.45
0146895	USA Mobility Wireless Inc	75.45
0147042	ACHRO/EEO	75.00
0146752	Art Culinaire	68.00
0146779	Mai Le	65.70
0146951	Orkin Commercial Services	65.00
0147086	Mesa Consolidated Water Dist	64.97
0146753	AT & T	64.31
0146932	Dubon, Giovanni	63.00
0147084	Deborah Lewis	52.50
0146907	Stater Bros Markets	51.62
0146854	Donald Grigsby	50.00
0146956	San Mateo Co Comm College Dist	50.00
0147021	Tyler Productions Inc	49.90
0146923	Carolina Biological Supply	49.05
0147169	Vision Service Plan	46.25
0146905	Jeffrey Wong	45.75
0146885	State Board of Equalization	44.00
0146939	Home Depot	39.80
0146995	Anthony Bryant	38.82
0146896	USA Mobility Wireless Inc	38.60
0146897	USA Mobility Wireless Inc	38.60
0146827	Amazon.com	35.98
0147001	Ford Electronics Inc	30.07
0147102	Prudential Overall Supply Co	29.07
0147104	Prudential Overall Supply Co	29.07
0147105	Prudential Overall Supply Co	29.07
0146952	Prudential Overall Supply Co	27.97
0146834	AT & T	26.43
0146800	Springdale Ace Hardware	25.72
0146858	Johnstone Supply	25.49
0146900	Verizon California	25.03
0146998	City of Huntington Beach	24.90
0147016	The Gas Co	22.69
0146954	Rhino Electric Supply	22.62
0146949	Official Payments Corp	22.56
0146878	Seal's Compressed Gases	20.25
0147068	Robert Egan	20.00
0147128	Nicholas Tossey	20.00
0146797	Signs etc	19.38
0146876	Prudential Overall Supply Co	19.11

Check Approval

0147099	Prudential Overall Supply Co	19.11
0146875	Prudential Overall Supply Co	18.62
0147100	Prudential Overall Supply Co	18.62
0146887	The Gas Co	16.41
0146874	Prudential Overall Supply Co	16.28
0147098	Prudential Overall Supply Co	16.28
0146844	Shirley Collins	15.15
0146918	Ban, Daniel	15.00
0146929	Dao, Sarah T	15.00
0146957	Sheng, Chuen Juei (Daniel)	15.00
0146853	Graybar Electric	14.52
0146831	AT & T	13.28
0146843	City Of Newport Beach	12.50
0147003	Home Depot	11.76
0147112	Sims-Orange Welding Supply Inc	10.45
0146869	Oce' Imagistics Inc	10.31
0147069	Annie Espinosa	10.00
0147091	OC School Boards Assn	10.00
0147092	OC School Boards Assn	10.00
0147093	OC School Boards Assn	10.00
0147108	Sea-Clear Pools Inc	8.84
0146758	Calif Tool Welding Supply	8.10
0147113	Smardan Supply Co-Orange Coast	6.99
0146830	AT & T	0.82

**Total**

**\$ 2,999,332.60**

## 17. Check List for General Obligation Bond Fund

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**Subject**            **17.01 DIS - Check Approval Bond**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**          **17. Check List for General Obligation Bond Fund**

**Access**            **Public**

**Type**              **Consent**

### File Attachments

[CheckApprovalBond8-15-10.pdf \(10 KB\)](#)



NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0147147	Heinaman Contract Glazing Inc OCC Bldg CHS and Lab Sciences	288,720.00	420207
0147155	Richard & Richard Construction Co Inc OCC Bldg CHS and Lab Sciences	238,258.00	420207
0147148	Industrial Masonry Inc OCC Bldg CHS and Lab Sciences	195,480.00	420207
0147132	Alpha Mechanical Heating & Air Cond. OCC Bldg CHS and Lab Sciences	171,627.00	420207
0147135	Anderson Charnesky Structural Steel Inc OCC Bldg CHS and Lab Sciences	153,017.00	420207
0146977	CW Driver OCC Bldg CHS and Lab Sciences	145,814.40	420207
0147153	Mitsubishi Electric & Electronics USA OCC Bldg CHS and Lab Sciences	109,383.00	420207
0147150	ISEC OCC Bldg CHS and Lab Sciences	92,958.00	420207
0147137	Bergelectric Corp OCC Bldg CHS and Lab Sciences	91,518.00	420207
0147029	Mobile Modular Management Corp OCC Student Center	90,173.65	420249
0147142	Cuyamaca Const Inc OCC Student Center	66,420.00	420249
0147031	OC Treasurer-Tax Collector CCC Land Development	64,239.75	420894
0147138	Brian DeVries Construction Inc OCC Bldg CHS and Lab Sciences	58,585.00	420207
0147140	Continental Plumbing Inc OCC Student Center	54,696.00	420249
0147145	Elljay Acoustics Inc OCC Bldg CHS and Lab Sciences	53,675.00	420207
0146979	MVE Institutional Inc OCC Upgrd Auditorium Music Complex	36,980.48	420201
0147033	Superior Asphalt Paving Inc OCC Upgrd Parking Lots	32,718.00	420250
0147143	Dennison Electric Inc OCC Student Center	26,090.00	420249
0146822	CEM Lab	23,338.00	420207
0147149	Industry Coatings	21,825.00	420207
0147133	Alpha Mechanical Heating & Air Cond.	19,070.00	420207
0147136	Anderson Charnesky Structural Steel Inc	17,002.00	420207
0147141	Cosco Fire Protection Inc	16,139.00	420207

0147036	UCMI Inc	16,080.00	420249
0147154	Nat'l Sign & Marketing Corporation	11,430.00	420253
0147034	TYR Inc	11,428.00	420356
0147151	ISEC	10,329.00	420207
0147032	Plancorp	10,000.00	420356
0146909	Pacific Blue Micro	8,753.35	420356
0147134	Amer West Landscape Inc	7,584.24	420283
0147152	Liberty Climate Control	7,065.00	420249
0147139	Brian DeVries Construction Inc	6,510.00	420207
0147035	TYR Inc	5,496.00	420356
0147159	US Demolition Inc	5,031.00	420249
0146978	Keystone Engineering Solutions Inc	4,363.20	420206
0147156	RVH Constructors Inc	3,760.00	420207
0147144	Dennison Electric Inc	2,899.00	420249
0147026	Digital Networks Group Inc	1,729.26	420249
0146980	RBF Consulting	1,387.50	420894
0147146	Fastsigns	1,368.98	420207
0147025	Alexanders Mobility Services	1,280.00	420316
0147030	MTGL Inc	1,009.90	420356
0146908	ModSpace	761.26	420399
0147027	Elite Construction Equipment Rental	604.00	420207
0146976	AT & T	500.00	420894
0147158	Times Community News	375.00	420207
0147028	Global Geo-Engineering Inc	330.00	420356
0147157	Southern Calif Edison Co	200.00	420894

Total	<u>2,188,001.97</u>
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## **18. Authorization for Special Payments**

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<b>Subject</b>	<b>18.01 OCC - Special Payments</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	18. Authorization for Special Payments
Access	Public
Type	Consent

Payment of \$1,320 payable to the California Department of Public Health-Radiologic Health Branch for 2010-2011 annual fees. This is required to meet program accreditation requirements.

## **19. Authorization for Disposal of Surplus**

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**Subject**            **19.01 DIS - Disposal of Surplus**  
**Meeting**           Sep 15, 2010 - Regular Meeting  
**Category**        19. Authorization for Disposal of Surplus  
**Access**           Public  
**Type**             Consent

### **Authorization for Disposal of Surplus**

**File Attachments**

[091510Surplus.pdf \(14 KB\)](#)

## Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>COASTLINE COMMUNITY COLLEGE</b>				
Tables (7)	---	---	---	P
Desk	---	---	---	P
<b>ORANGE COAST COLLEGE</b>				
Notebook Projector	9025810	LC-NB1	G9102142	P
Projector	9041272	LC-5000	G4802003	P
Projector	2005432	LitePro 550	4C05816	P
Scanner	9046602	G850A	DRNX068850	I
Monitor	9047900	M7649	N52050SBKPW	P
Computer	9046927	M8493	XB2062HBM1X	P
Computer	9046905	M8493	XB2062HFM1X	P
Computer	9053269	M8493	XB21318CM1X	P
Computer	9046904	M8493	XB2062H0M1X	P
Monitor	9046945	N0701	1Y52348YJ	P
Monitor	9046956	N0701	1Y51110YJ	P
Monitor	9046942	N0701	1Y52354YJ	P
Monitor	9046937	N0701	1Y52346YJ	P
Monitor	9046939	N0701	1Y51097YJ	P
Monitor	9046944	N0701	1Y51104YJ	P
Monitor	9046947	N0701	1Y52355YJ	P
Monitor	9046946	N0701	1Y52349YJ	P
Monitor	9046935	N0701	1Y52352YJ	P
Hard Drive	9046850	80GB	Wma9p1449371	I
Hard Drive	9046845	80GB	Wma9p1442951	I
Hard Drive	---	80GB	Wma9p1199614	I
Hard Drive	9046852	80GB	Wma9p1448008	I
Hard Drive	9046612	80GB	Wma9p1449358	I
Hard Drive	9046873	80GB	Wma9p1449689	I
Hard Drive	9046615	80GB	Wma9p1447293	I
Hard Drive	9046616	80GB	Wma9p1449385	I
Lumber Mill	2005909	---	5430	I
Lumber Mill	2005904	---	Br29859	I
Lumber Mill	9040373	---	13041	P
Lathe	9071018	Aw-100	500I109002	P
File Cabinet	---	---	---	P
File Cabinet	---	9206	---	P

## Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
File Cabinet	---	---	---	P
Monitor	9046936	N0701	1Y51106YJ	P
Monitor	9046958	N0701	1Y52347YJ	P
Monitor	9046941	N0701	1Y51101YJ	P
Monitor	9046957	N0701	1Y51103YJ	P
Monitor	9046954	N0701	1Y52350YJ	P
Monitor	9046961	N0701	1Y51107YJ	P
Monitor	9046949	N0701	1Y52360YJ	P
Monitor	9046938	N0701	1Y52358YJ	P
Monitor	9046940	N0701	1Y51109YJ	P
Monitor	9046962	N0701	1Y51112YJ	P
Monitor	9046943	N0701	1Y52345YJ	P
Monitor	9046955	N0701	1Y52357YJ	P
Monitor	9046953	N0701	1Y52356YJ	P
Monitor	9046960	N0701	1Y51105YJ	P
Monitor	9046951	N0701	1Y52353YJ	P
Monitor	9046948	N0701	1Y52359YJ	P
Monitor	9046950	N0701	1Y51100YJ	P
Computer	9046865	M8493	XB21100ZM1X	P
Computer	9046930	M8493	XB2062HSM1X	P
Computer	9046931	M8493	XB2062H1M1X	P
Computer	9046863	M8493	XB213189M1X	P
Computer	9046925	M8493	XB2062HDM1X	P
Computer	9047898	M8493	XB211093M1X	P
Computer	9046908	M8493	XB2062GXM1X	P
Computer	9046906	M8493	XB2062HQM1X	P
Computer	9046909	M8493	XB2062HAM1X	P
Computer	9046920	M8493	XB2062GYM1X	P
Computer	9046916	M8493	XB2062H6M1X	P
Computer	9046907	M8493	XB2062HKM1X	P
Computer	9046917	M8493	XB2062GWM1X	P
Computer	9046929	M8493	XB2062HTM1X	P
Computer	9046910	M8493	XB2062H3M1X	P
Computer	9046923	M8493	XB2062HRM1X	P
Computer	9046922	M8493	XB2062HGM1X	P
Computer	9046913	M8493	XB2062HSM1X	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9046914	M8493	XB2062HMM1X	P
Computer	9046911	M8493	XB2062HCM1X	P
Computer	9053148	M6498	QT21202QMQH	I
Computer	9053270	M6498	QT212MLXLF4	I
VHS/DVD Player	9057243	PV-D4743	K31A44670	I
Printer	9060230	Phaser 3450	SPMY104490	I
Monitor	9053699	M992	MY-04N736-47606-2AO-BYHR	P
Document Camera	9058628	RE-450X	2700110040	I
Printer	9054314	Q3704A	CNGGG35226	I
Printer	9070406	Phaser 6120N	YGG226124	I
Video Network Platform	9047807	VNP-40	0007A3	I
LCD Projector	9056951	PT-L785U	SG4510264	I
AM/FM Stereo Receiver	9054037	AG-790	20097032	I
Monitor	9031178	TX-D9S54	FG8450739	P
Computer	9055885	A1076	W850623APNZ	I
Computer	9058252 & 9078053	A1047	XB33711YNVA	I
Computer	9054428	M6498	QT2110AXMDL	I
Monitor	9025437	M6496	CY9148JFCVS	P
Monitor	9035984	M7768	ZV0460PDJAK	P
Monitor	9071404	M7649	N5121388KPW	P
Monitor	9035986	---	ZV036DCCJAK	P
Monitor	9025981	M4868	WR913164CT5	P
Monitor	9022228	M4436	CY7202U35X5	P
PowerEdge Rack Console	9070098	15FP	3BCA	I
Analog Switch	9070116	XWST	2Z2RV91	I
PowerEdge Rack Console	9060142	15FP	ITCH	I
Analog Switch	9060141	W7941	250ZQ61	I
Monitor	9031179	TX-D9254	FG8450757	P
Monitor	9031176	SL-90	FG8450793	P
Computer	9033557	M5183	XA106071K53	P
Computer	9032444 & 9040428	M5521	RN00240MHTN	P
Computer	9033492	M5521	XA10506VJQK	P
Computer	9025263	M4984	XA9160PTG5L	P
Computer	9025261	M4984	XA91600PG5M	P
PowerEdge Rack Console	9065236	15FP	3RYQ	I
VCR/DVD Player	9060910	PV-D4745S	C51C41749	I

**Surplus**

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Zip Drive	9023407	Z100 Plus	PLBJ02E21P	I
Zip Drive	9023420	CTT8000E-S	70201600-013	I
Box w/misc. keyboards, mouse, speakers, power supply, memory, zip module, hard drive, Microphone mixer	---	---	---	P
File Cabinet	9018151	---	---	P
Chair	---	---	---	P



## **ACTION ITEMS**

(Green Pages)

The following action items require individual motions and votes before these items can be implemented. Board actions which would have the effect of emending current District policies will be specifically noted. Current policies affected will be referenced.

## 20. Approval of Agreements

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<b>Subject</b>	<b>20.01 CCC - Approve Agreement between Advanced American Academy and the Coast Community College District to Enter into a Revenue Sharing Relationship from the Delivery of the International Nurses Transitional Program and English as a Second Language Training Programs</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	20. Approval of Agreements
Access	Public
Type	Action

**CCC - Approve Agreement between Advanced American Academy and the Coast Community College District to Enter into a Revenue Sharing Relationship from the Delivery of the International Nurses Transitional Program and English as a Second Language Training Programs.**

**1. Background:** On July 19, 2005, Advanced Academy, now Advanced American Academy (AAA), entered into an Agreement for Development Services with Coastline for the purpose of having Coastline design an International Nurses Transitional Program (INTP) for foreign born nurses from local and international locations incorporating English language strategies in support of retention of foreign nurses in US health care facilities. AAA and Coastline have expressed their joint intent to further explore the implementation of the INTP, subject to existing budgetary circumstances and recruitment efforts. The purpose of this Agreement is to establish a net revenue arrangement whereby Coastline and AAA agree to equally share in the net revenue earned by Coastline arising from fee-based student enrollment or contract income in the INTP and related English as a Second Language (ESL) training programs for nurses and health care workers. The Agreement defines net revenue and outlines the responsibilities of each Party. The term of the Agreement shall be from September 16, 2010 through September 15, 2015.

**2. Goal/Purpose:**

Provide training programs to eligible nurses and health care workers  
Generate revenue for the college

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Advanced American Academy and the Coast Community College District to enter into a revenue sharing relationship from the delivery of the International Nurses Transitional Program and English as a Second Language Training programs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 2)

**5. Fiscal Review and Impact:** No cost to District; no anticipated revenue in year one.

File Attachments

[Advanced American Academy.pdf \(82 KB\)](#)

**Subject**            **20.02 CCC - Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-captioning of Psychology Videos**

**Meeting**           Sep 15, 2010 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**            Public

**Type**                Action

**CCC - Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-captioning of Psychology Videos.**

**1. Background:** The State of California is offering a first come, first served grant funding to California Community Colleges that apply for and are approved to submit media (video and/or audio files) to captioning vendors that will closed-caption and/or transcribe such media. Community colleges may pay captioning vendors and later seek reimbursement, based on the previously-stated application and approval process. The Distance Education Captioning and Transcription Grant is administered through the Santa Clarita Community College District.

**2. Goal/Purpose:** Ensure student success, support faculty innovation, compliance with federal and state legal requirements, and serve the general public.

**3. Comments (if any):** None.

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Santa Clarita Community College District and the Coast Community College District to apply for grant funding for the closed-captioning of one psychology course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 3)

**5. Fiscal Impact:** Cost to Coastline is a one-time payment of \$396.75, subject to 100% reimbursement from the State of California pursuant to the Distance Education Captioning and Transcription Grant.

File Attachments

[PSYC C170.PDF \(121 KB\)](#)

**Subject**            **20.03 CCC-Approve Agreement between County of Orange and the Coast Community College District in Providing Specialized Services to Recently Separated Veterans**

**Meeting**            Sep 15, 2010 - Regular Meeting

**Category**            20. Approval of Agreements

**Access**             Public

**Type**                Action

**CCC - Approve Agreement between County of Orange and the Coast Community College District in Providing Specialized Services to Recently Separated Veterans.**

**1. Background:** Recently Separated Veterans Program is the fourth grant that has been awarded to CCC to assist Veterans that have separated in the last 48 months to receive job search preparation and training in energy generation, energy efficiency, green transportation and water/wastewater treatment. The grant is for two years and to serve a total of 65 participants.

**2. Goal/Purpose:**

Placement of jobs for recently separated Veterans in the field of energy generation, energy efficiency, green transportation and water/wastewater treatment.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to provide specialized services to recently separated Veterans. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)

**5. Fiscal Review and Impact:** Gross Income of \$222,000

**File Attachments**

[WIA Cost Reimbursement.pdf \(1,106 KB\)](#)

**Subject**            **20.04 CCC - Approve Agreement between the ECCO Restaurant and Coast Community College District**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**          **20. Approval of Agreements**

**Access**            **Public**

**Type**               **Action**

**CCC- Approve Agreement between the ECCO Restaurant and Coast Community College District.**

**1. Background:** The Coastline Community College Alumni Association was established in 2008 as a way for the Foundation to reconnect with its alumni who could not only support the ongoing mission of the College and become potential long-term donors, but assist in public relations outreach of new programs benefiting the College as well.

**2. Goal/Purpose:** Alumni reception for Coastline Alumni Association members.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the contract between the ECCO Restaurant in Costa Mesa and the Coast Community College District to hold a Coastline Community College Alumni Reception. The Board President or designee is authorized to sign the contract and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

**5. Fiscal Review and Impact:** Expenses NTE \$2,050 to be paid from College Master Plan Initiative #15 funds.

File Attachments

[ECCO Contract.pdf \(82 KB\)](#)

**Subject**           **20.05 CCC - Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District**

**Meeting**           Sep 15, 2010 - Regular Meeting

**Category**           20. Approval of Agreements

**Access**            Public

**Type**               Action

**CCC - Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District.**

**1. Background:** Coastline Community College provides classroom instruction for the Developmentally Delayed residents at Fairview Developmental Center funded through an annual allocation from the State of California. A Memorandum of Understanding (MOU) exists between Fairview and Coast Community College District to establish the terms and conditions of the education and enrichment provided by that instruction. The previous MOU expired on June 30, 2010. Minor adjustments have been made to update the document. The term of the new MOU will terminate on June 30, 2013.

**2. Goal/Purpose:**

The purpose of this cooperative MOU is to provide direction for the exchange of information, delivery of service, and solutions for typical and atypical concerns and situations.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

**5. Fiscal Review and Impact:** None

File Attachments

[Fairview MOU.pdf \(14,572 KB\)](#)

**Subject**            **20.06 CCC - Approve Agreement between Mile Square Golf Course and the Coast Community College District in Hosting an EOPS Awards Breakfast**

**Meeting**           Sep 15, 2010 - Regular Meeting

**Category**          20. Approval of Agreements

**Access**            Public

**Type**                Action

**CCC - Approve Agreement between Mile Square Golf Course and the Coast Community College District in Hosting an EOPS Awards Breakfast**

**1. Background:** The Extended Opportunity Programs & Services (EOPS) Program has been successful representing financially and educationally disadvantaged students who are obtaining a higher education. The annual Awards Banquet gives students an opportunity to share their personal journey and struggles in life as single parents, the hardship they live due to dropping out of high school, the jobs with minimum or low pay wages, and a bleak existence of their life before they encountered the EOPS Program. At this Tenth Annual EOPS Student Awards Breakfast at least two or three students will be invited as guest speakers.

**2. Goal/Purpose:**

Honoring graduating and scholarship students  
Student recognition and achievement  
Motivation and appreciation

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President, and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Mile Square Golf Course and the Coast Community College District for catering and banquet facilities. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 7)

**Fiscal Impact:** NTE \$1,650 to be paid by EOPS funds.

File Attachments

[Mile Square Catering Agreement.pdf \(35 KB\)](#)

## 21. Buildings and Grounds Approvals

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**Subject**            **21.01 DIS - Authorization to Purchase Audio Visual Equipment and Material for Audio/Visual Media Smart Classroom Carts from Digital Networks Group, Inc for New Construction ABC Building at Orange Coast College**

**Meeting**            Sep 15, 2010 - Regular Meeting

**Category**           21. Buildings and Grounds Approvals

**Access**             Public

**Type**                Action

**Authorization to Purchase Audio Visual Equipment and Material for Audio/Visual Media Smart Classroom Carts from Digital Networks Group, Inc for New Construction ABC Building at Orange Coast College.**

1.     **Background:** Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Digital Network, Inc. was awarded a California Multiple Award Schedule (CMAS) contract #3-06-70-2070D valid terms 8/1/06 to 6/30/11 for audio/visual smart classroom carts system infrastructure and equipment installation.
2.     **Goal/Purpose:** To provide the new ABC Building with high performance information audio visual smart classroom system infrastructure.
3.     **Comments:** Audio Visual Smart Classroom Equipment Phase 2
4.     **Recommendation Statement:** After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for audio/visual media smart classroom carts, equipment and material and installation from Digital Networks, Inc for the new Consumer Health & Science Lab Building (ABC Building).

**Fiscal Impact:** NTE \$400,000  
(ABC Building)

(Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay)

Master Plan Approved Project  
OCC Science Facilities  
OCC New Consumer Health & Science Building – New Construction



<b>Subject</b>	<b>21.02 DIS - Authorization to File Notice of Completion</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	21. Buildings and Grounds Approvals
Access	Public
Type	Action

#### **Authorization to File Notice of Completion**

It is recommended that authorization be given to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

OCC Student Center Swing Space: Bid No. 1974

Contractor: Bergelectric Corporation (Category A – Electrical)

Contractor: HPS Mechanical Inc. (Category B – Plumbing)

Contractor: GCI Construction (Category C – Grading/Site Utilities/Asphalt)



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**Subject**            **21.04 DIS - Approve Change Order No. 3; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**          **21. Buildings and Grounds Approvals**

**Access**            **Public**

**Type**               **Action**

**Approve Change Order No. 3; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**

**1. Background:** During construction of the Orange Coast College Consumer Health & Science (ABC) building, the project has endured some architectural/engineering changes. While the total project expenses remain within the total project budget, a change order for the following is required to complete the project:

(1) Remove/relocate the fire suppression water supply line from the existing City of Costa Mesa entitled utility easement. In addition to the footing modification that has been completed, this proposed remedy has been reviewed by the City of Costa Mesa, District Construction Management and Design team, and approved by the Division of State Architects (DSA).

(2) Repair to damaged high-voltage conduit/cable caused by FM & Sons Inc. (grading contractor) during site grading. The District will withhold payment, in the amount of this change order, from FM & Sons as a back-charge for repairs.

**2. Goal/Purpose:** Project completion, certification, and student occupancy in the Spring 2011 semester.

**3. Comments:** None

**4. Recommendation Statement:** After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 3 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment # 9)

(1) Cosco Fire Protection – Category Q – Fire Protection

Per Construction Change Directive #50R1            \$34,426

Contract Amount: \$372,477 (C.O. 3: 9.2% Increase)

Total Change Orders: \$34,426 (9.2% Increase)

(2) Bergelectric Corporation – Category T – Electrical/Fire Alarm/Low Voltage

Systems

Repairs pursuant to "Berg Work Order #11969"            \$59,525

Contract Amount: \$3,310,000 (C.O. 3: 1.8% Increase)  
Total Change Orders: \$59,525 (1.8% Increase)

**Fiscal Impact: \$93,951**

(Measure C – General Obligation Bond Fund)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building - New Construction (OCC

ABC Building)

**Subject**            **21.05 DIS - Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Increment I - Rebid Earthwork/Grading; Bid No. 1986**

**Meeting**            Sep 15, 2010 - Regular Meeting

**Category**            21. Buildings and Grounds Approvals

**Access**             Public

**Type**                Action

**Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Increment I – Rebid Earthwork/Grading; Bid No. 1986**

**1. Background:** This is a rebid of the Earthwork/Grading package related to the Coastline Community College Newport Beach Learning Center. As previously approved, Bid No. 1977 awarded three bid categories (Abatement/Demolition, Underground Utilities, Underground Electrical) and rejected all Earthwork/Grading bidders. This rebid resulted in a \$21,000 bid savings with no impact to project schedule.

**2. Goal/Purpose:** Site preparation for the future Coastline Newport Beach Learning Center in order to accommodate an expedited construction schedule.

**3. Comments:** None

**4. Recommendation Statement:** Notices were published on August 17 and August 24, 2010 in the newspaper as well as in four trade journals requesting bids. Twelve bid packages were delivered or picked up by prospective bidders. Three bids were received.

The bids were opened on September 7, 2010 for the Coastline Community College Newport Beach Learning Center, Increment I – Rebid Earthwork/Grading; Bid No. 1986.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities and Planning, it is recommended that a contract be awarded to Crew, Inc. as the lowest qualified base bid of \$137,400 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

		<u>Base Bid</u>
<u>Category C – Earthwork/Grading</u>		
1.	Crew, Inc. 19618 S. Susana Rd., Rancho Dominguez, CA 90221	\$137,400
2.	Doja, Inc., Ontario, CA 91762	\$150,190
3.	Earth Construction & Mining, Garden Grove, CA 92841	\$239,000

**Fiscal Impact:** \$137,400

(Measure C – General Obligation Bond Funds)  
Master Plan Approved Project  
CCC Newport Beach Learning Center

## **22. General Items of Business**

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<b>Subject</b>	<b>22.01 DIS - Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	22. General Items of Business
Access	Public
Type	Action

### **Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45**

**1. Background:** In changing times when the federal government is considering restructuring social security and the state government is looking for options for retirement, the District's responsibility to secure health benefits for all dedicated employees who have worked for the District for many years becomes even more important.

**2. Goal/Purpose:**

- Ensure funding for District Retiree Health Benefits Liabilities and meet the requirements of the Governmental Accounting Standards Board, GASB 45.
- Ensure good public policy by providing funding for future contractual obligation for health benefits to retirees.
- Minimize the pressure on operational dollars for pay-as-you-go for future years. The District used to spend 2.3% of general funds in 1994-95 and has increased to 6% of general funds for 2010-11.
- Fund yearly contributions and deposit in irrevocable trust to provide higher yield on assets. During 2009-10, County Treasury funds earned 1.3% versus 4.7% return on irrevocable trust assets. This also helps to further mitigate unfunded liabilities.
- During 2010-11, if funded, approximately \$4.6 million will be available for cash flow purposes during the fiscal year and available for the following year until State budget is approved.
- Avoid possible consequences of not fully funding retiree health benefits in future years:
  - Audit consequences. District auditors are required, beginning in FY 2007-08 for CCCD, to report on the status of funding of post-employment benefits.
  - Credit consequences. Negative audit reports can impact the ability of districts to borrow funds or issue bonds at advantageous rates.
  - Chancellor's Office "Watch List". It is possible in the years ahead that the Chancellor's Office will add districts with significant accumulated financial liabilities to the "Watch List."
  - Accreditation. Accreditation standards require districts to identify and plan for payment of liabilities and future obligations.

**3. Comments:** The District employed the services of Total Compensation Systems, Inc. and The Elper Company to perform Actuarial Studies of Retiree Health Benefits Liabilities for Coast Community College District. Based on the study by Total Compensation Systems, Inc., the District has \$90,466,126 in Past Service Liabilities as of May 1, 2010 and \$3,680,915 Active Employees Liabilities starting 2010-11. Based on the study performed by The Elper Company, the District has \$98,649,556 in Past Service Liabilities as of May 1, 2010 and \$3,648,996 in Active Employees Liabilities starting 2010-11. The District has chosen to make recommendations based on Total Compensation Systems, Inc. Actuarial Study.

**4. Recommendation Statement:** After review by the Vice Chancellor of Administrative Services, the Board Budget Committee, and the District Budget Advisory Committee, it is recommended by the Chancellor that the Board authorize implementation of the recommendations to mitigate Retiree Health Benefits Liabilities for the District.

**Recommendation #1:** Past Service Liabilities as of May 1, 2010 (\$90,466,126)

- Continue contribution of \$1.2 million savings from KOCE.
- Continue \$480,000 contribution from land development.
- Continue accumulate earnings in the account.
- Redirect KOCE note repayment of \$500,000 beginning 2011-12 or anytime the financial position stabilizes for the District.

**Recommendation #2:** Active Employees' Liabilities (normal cost, \$3,680,915 on yearly basis)

- Continue 2% of contract salaries towards normal cost.
- Continue contribution up to \$1 million from ending balance over and above designated reserve for contingency. (6.3%)

**Recommendation #3:** Deposit \$12,505,023 currently available at County Treasury, after approval of the 2010-11 State budget, into irrevocable trust to minimize the annual-required contribution and to maximize interest earnings in the account.

**Recommendation #4:** Contributions during the year at County Treasury be withheld and deposited into irrevocable trust after approval of the State budget for the following year. For example, all contributions collected for 2010-11 are deposited in irrevocable trust after approval of the State budget for 2011-12.

**5. Fiscal Review & Impact:** 2.0% of all contract employee salaries and up to an additional \$1.0 million from ending balance.

**Admin Content**

**Subject**            **22.02 DIS - Official Public Hearing and Adoption of the 2010-2011 Budget for the Coast Community College District**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**        **22. General Items of Business**

**Access**           **Public**

**Type**             **Action**

**Official Public Hearing and Adoption of the 2010-2011 Budget for the Coast Community College District**

See Attachment # 10



**Subject**            **22.03 DIS - Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**        **22. General Items of Business**

**Access**           **Public**

**Type**             **Action**

**Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Southwest Mobile Storage Inc.  
9551 Lucas Ranch Road  
Rancho Cucamonga CA 91730

Costco Wholesale Corp.  
999 Lake Drive  
Issaquah WA 98027

## **23. Approval of Minutes**

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**Subject**            **23.01 Approval of Minutes of Regular Meeting of September 1, 2010**

**Meeting**           **Sep 15, 2010 - Regular Meeting**

**Category**          **23. Approval of Minutes**

**Access**            **Public**

**Type**

**After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting be approved:**

**Regular Meeting of September 1, 2010**

**File Attachments**

[Min 09-01-10 Regular Meeting.pdf \(570 KB\)](#)

## **24. Close of Meeting**

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<b>Subject</b>	<b>24.01 - 24.02 Close of Meeting</b>
Meeting	Sep 15, 2010 - Regular Meeting
Category	24. Close of Meeting
Access	Public
Type	Action

### **24.01 Public Comment (Items Not on Agenda)**

*At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.*

*The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at a later point in the Agenda. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.*

*It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees at, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.*

### **24.02 Adjournment**



**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

September 1, 2010

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 1, 2010 in the Board Room at the District Office.

**1.00 Preliminary Matters**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:00 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Mary Hornbuckle, Jim Moreno,  
Lorraine Prinsky and Student Trustee Lee Fuller

Trustees Absent: Walter Howald

**1.03 Public Comment (Closed Session – Items on Agenda)**

There were no requests to address the Board during Public Comment.

**2.00 Closed Session**

**2.01 Recess to Closed Session**

*Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public.*

The Board recessed to Closed Session at 5:02 p.m. to discuss the following items:

**2.01.01 Public Employment (Pursuant to Government Code 54957 (b)(1)) (See Appendix A pages 16-28)**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
  - a. Vice Chancellor of Finance and Administrative Services
  - b. Vice Chancellor of Educational Services and Technology
6. Classified Management
  - a. Telecourse Marketing Director
  - b. Director, Electronic Media & Publications
  - c. Director, Telecourse Programs & Media
  - d. Director, Instructional Design & Faculty Support
7. Classified Staff
  - a. Staff Specialist
  - b. Telecourse Marketing Coordinator
  - c. Staff Assistant
  - d. Staff Assistant
  - e. Electronic Media Publications Assistant
  - f. Electronic Media & Curriculum Publishing Assistant, Sr.
  - g. Web/Mm Dev-Military Programs
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
  - a. Staff Aide
  - b. Special Assignment
  - c. Maintenance & Operation, Lead
  - d. Special Assignment
  - e. Warehouse Coordinator
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

**2.01.02 Conference with Legal Counsel: Existing Litigation**

(Pursuant to sub-section "a" of Government Code Section 54956.9)

Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No.30-2008-00109222

Jacobson v. Coast Community College District (Arbitration)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094

Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E

Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

**2.01.03 Public Employee Discipline/Dismissal/Release**

(Pursuant to Government Code Section 54957)

**2.01.04 Conference with Labor Negotiator**

(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

Employee Organizations:

Coast Federation of Classified Employees (CFCE),

Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT),

Unrepresented Employees: Association of Confidential Employees (ACE),

Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

**2.01.05 Public Employee Performance Evaluation**

(Pursuant to Government Code Section 54957)

Position: Chancellor

**2.02 Reconvene Regular Meeting**

The meeting was reconvened to Open Session at 6:31 p.m.

**2.03 Pledge of Allegiance – Trustee Jim Moreno**

Trustee Jim Moreno led the Pledge of Allegiance to the United States.

**2.04 Report of Action from Closed Session**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted 4-0 to approve all Personnel items in Agenda Item 2.01.01 Public Employment with the exception of Section 5, Educational Administrators, that will be continued to the September 8, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

Dr. Teeter also reported that on a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted 4-0 to accept the resignation of Anthony Trejo.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

## **2.05 Public Comment (Open Session – Items on Agenda)**

Lynne Dahnke addressed the Board, introducing Coastline employees, Marie Hulett and Ken Ostrowski, two members of the team that had worked on the telecourse series "Understanding Chemistry in Our World". This telecourse series was a 2010 recipient of an Emmy for Best Instructional Series. The Board congratulated Coastline for this outstanding achievement.

## **2.06 Presentations, Ceremonial Resolutions and Public Hearings**

### **3.0 Informative Reports**

*(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)*

#### **3.01 Announcement from Board President Patterson of Board Action from the August 27, 2010 Board of Trustees Meeting**

Mr. Patterson reported that the Board took action to extend the Board policy on Trustees' compensation to December 3, 2010.

#### **3.02 Report from the Chancellor**

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board

#### **3.03 Reports from the Presidents**

The following college presidents or designee provided reports to the Board:

Dr. Loretta Adrian, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

#### **3.04 Reports from the Officers of Student Government Organizations**

The following representatives provided reports on behalf of the student government organizations:



David Salai, ASG President, Golden West College  
Lisa Okamoto, ASG President, Coastline Community College  
Catherine Tran, ASOCC President, Orange Coast College

### **3.05 Reports from the Academic Senate Presidents**

The following Academic Senate Presidents or designee provided reports to the Board:

Vesna Marcina, Orange Coast College (OCC) Academic Senate President  
Theresa Lavarini, Golden West College (GWC) Academic Senate President  
Nancy Jones, Coastline Community College (CCC) Academic Senate President

### **3.06 Reports from Employee Representative Groups**

A report was provided on Assembly Resolution #138 by Dean Mancina, President, Coast Federation of Educators (CFE). (See Appendix B pages 29-32)

### **3.07 Reports from the Board of Trustees**

Board members provided individual reports.

Trustee Patterson reported that a Special Board Meeting would be held on Wednesday, September 8<sup>th</sup>, 2010 at 4:00 p.m. to announce the new Vice Chancellor, Finance and Administrative Services, and Vice Chancellor, Educational Services and Technology.

### **3.08 Reports from the Board Committees & Review of Board Committee Meeting Dates**

The Board reviewed the dates of the upcoming Board Committee meetings.

Trustee Patterson provided an update on the Budget Committee.

### **3.09 Opportunity for the Board of Trustees to Discuss the Orange County Fairgrounds**

Trustee Hornbuckle provided the Board with recent updates to the sale of the Orange County Fairgrounds.

## **4.0 Matters for Review, Discussion and/or Action**

### **4.01 Review of Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the September 1, 2010 Agenda.

### **4.02 Consideration of Meetings and Conferences of the American Association of Community College (AACC) Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)**

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

#### **4.03 Opportunity for the Board to Review the Board Directives Log**

The Board reviewed and discussed the items on the Board Log.

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to remove Item #10 from the Board Directives Log.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

#### **4.04 Review of Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the September 1, 2010 Agenda.

#### **5.00 Consent Calendar**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Consent Calendar as presented in the September 1, 2010 Agenda with the exception of the travel for Richard Forsberg in Item 5.01 Authorization for Attendance at Meetings and/or Conferences.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

#### **20.0 Action Items – Approval of Agreements**

##### **20.01 OCC – Approve Agreement Between Sunrise Aviation Company Inc. and the Coast Community College District for the purpose of providing Private Pilot Flight Lab A 120**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Agreement between the Sunrise Aviation Company Inc. and the Coast Community College District for the purpose of offering Private Pilot Flight Lab A120 to provide ground and flight instruction to students enrolled in the OCC APT courses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College Community Education to pay Sunrise Aviation Company Inc. \$44.80 per hour for ground and flight hours for not more than 10 students times 10 hours per month.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.02 CCC - Approve Vendor Service Agreement between Shred Confidential, Inc. and the Coast Community College District to Provide Shredding Services**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the agreement between Shred Confidential, Inc. and the Coast Community College District. The term of this Agreement shall commence on September 2, 2010 and shall remain in force for an initial term of one year. It will automatically renew for an unlimited number of additional one-year terms unless terminated by either party, by written notice, at least 30 days prior to the expiration of either the initial term or any renewal term. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$2,808 annually/\$234 monthly to vendor.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.03 CCC - Approve Agreement between County of Orange and the Coast Community College District to Provide Workforce Investment Act (WIA) Approved Training**

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the Agreement between the County of Orange and the Coast Community College District to provide Workforce Investment Act (WIA) approved training. The term of the Agreement shall be from July 1, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Gross income of \$1724-\$6500 per program enrollment.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.04 CCC - Approve Agreement between the San Bernardino Community College District and Coast Community College District for the Use of the EduStream Web Service and Web Access Portal**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between the San Bernardino Community College District and the Coast Community College District for the use of their EduStream™ web service and web access portal. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Provided by a grant from the California Community College Chancellor's Office. No cost to District.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.05 OCC - Approve a Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District**

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Non-Standard Agreement between the City of Costa Mesa and the Coast Community College District to allow the Orange Coast College men's and women's cross-country teams to host an invitational meet at Fairview Park in the city of Costa Mesa on September 18, 2010.

Fiscal Impact: None

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.06 GWC - Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for making the new Digital Media Program an Apple Authorized Training Program**

It was moved by Mr. Moreno and Dr. Prinsky by Ms. Hornbuckle to approve the Agreement between Apple, Inc. and the Coast Community College District for enabling the Digital Media Program at Golden West College to become an Apple Authorized Training Program, from September 2, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.07 DIS - Authorization to Enter Into a Non-Standard Hold Harmless Agreement between the City of Costa Mesa and the Coast Community College District (OCC) for Private Drain Lateral Connection by Orange Coast College to the City's Storm Drain System**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Hold Harmless Agreement between the City of Costa Mesa and the Coast Community College District/Orange Coast College for private storm drain connection to the City's Storm Drain.

Fiscal Review and Impact: None

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**20.08 DIS - Approval of Employment Agreement for Vice Chancellor of Finance and Administrative Services**

**20.09 DIS - Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology**

The Board President requested that Items 20.08 and 20.09 be placed on the September 8, 2010 Agenda.

**20.10 GWC - Approve Non-Standard Agreement between Apple, Inc. and the Coast Community College District for Golden West College to Create an Apple Authorized iPhone Development University Program**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between Apple, Inc. and the Coast Community College District for iPhone Development University Program starting in September 2010. Upon ratification by the Board of Trustees, the President of Golden West College, or designee, is authorized to sign the agreement electronically.

Fiscal Impact: None.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**21.00 Action Items – Buildings and Grounds Approvals**

**21.01 Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1700, 1730 and 1800 West Coast Highway, Newport Beach, CA**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve an exemption for the Coast Community College District from local zoning requirements of the City of Newport Beach, CA. It is further recommended to designate the Coast Community College District as Lead Agency for CEQA requirements and potential environmental impact reports.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**21.02 Authorization for Final Allocation of G.O. Bond Funds for Orange Coast College**

It was moved by Mr. Moreno and seconded by Dr. Prinsky that the Board authorize the final \$10 million allocation for the following projects:

Remaining Measure C Fund Projects for OCC

<b>Estimated Measure C Dollars Available:</b>	<b>\$10,000,000</b>
Math and Business Classroom Upgrades	\$ 3,000,000
Campus HVAC, Security, and Utilities	\$ 3,000,000
Adaptive Physical Education & Pool	\$ 700,000 (Planning Documents)
IDC Social Science & Literature/Language	\$ 2,000,000 (Local Match)
Planetarium	\$ 1,000,000 (Planning Documents)
Parking	\$ 300,000 (Merrimac Parking)

Fiscal Impact: \$10 million from G.O. Bond funds.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
 No: None  
 Absent: Mr. Howald

**22.0 General Items of Business****22.01 CCC - Approval of Fiscal Year 2010-2011 Budget for Associated Student Government of Coastline Community College**

It was moved by Mr. Fuller and seconded by Mr. Moreno to approve the Fiscal Year 2010-2011 budget for the Associated Students of Coastline Community College.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
 No: None  
 Absent: Mr. Howald

**22.02 CCC- Authorization to purchase equipment software and services as well as maintain agreement from ROI Networks to Upgrade Coastline College's Telephone Switch using CMAS Contract 3-09-70-1163B**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Director of Purchasing to issue a purchase order to ROI Networks, an authorized Avaya business partner, to perform the upgrades using CMAS contract number 3-09-70-1163B and any applicable fees. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$127,619.12 (General Funds)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**22.03 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

It was moved by Dr. Prinsky and seconded by Mr. Fuller to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price. The Board President, or designee, is authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Quality Light and Electrical  
11055 Alder Avenue  
Bloomington CA 92616

America West Landscape  
15086 La Palma Drive  
Chino CA 91710

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**22.04 Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of GASB 45**

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle that this item be re-worked and re-submitted to the September 15, 2010 Board Meeting

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**22.05 GWC - Authorization for Golden West College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to authorize a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

David Moore, Golden West College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on May 5, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services and Technology are authorized to sign the agreement.

Fiscal Impact: No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

### **23.00 Resolutions**

#### **23.01 Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution to Enter Into an Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to adopt Resolution #10-14 to enter into an Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

#### **23.02 Coast Community College District Board of Trustees Resolution # 10-18, Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting**

It was moved by Mr. Moreno and seconded by Mr. Fuller to adopt #10-18 authorizing payment to Trustee Howald who was absent from the Board Meeting on September 1, 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

#### **23.03 Adoption of Resolution # 10-19 for Layoff Due to Lack of Funds: One Stop Center, Coastline**

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson that Resolution #10-10 be adopted by the Governing Board of the Coast Community College District regarding the layoff of two classified employees in the following classifications: Eligibility Technician – One-Stop Center and WIA Support Clerk – One Stop Center, due to lack of funds. The



District should also be provided direction to notify affected employees of layoff to be effective October 18, 2010

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald  
Abstain:

**24.00 Approval of Minutes**

**24.01 Approval of Minutes for the August 18, 2010 Board Meeting**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the minutes of the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**25.00 Policy Implementation**

**25.01 Policy Implementation - Adoption of Revised Policy # 030-9-1, Student Role in Governance**

It was moved by Mr. Fuller and seconded by Dr. Prinsky to adopt revised Policy #030-0-1, Student Role in Governance.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

**26.00 Close of Meeting**

**26.01 Public Comment (Items Not on the Agenda)**

**26.01 Public Comment**

There were no requests to address the Board during Public Comment.

**26.02 Adjournment**

There being no further business, it was moved by Mr. Moreno and seconded by Dr. Prinsky that the meeting be adjourned.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: Mr. Howald

The meeting was adjourned at 8:15 p.m.

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Secretary of the Board of Trustees

**Appendices**

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B. Assembly Resolution No. 138.....	29-32

## Appendix A

### 1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

#### COASTLINE COLLEGE

##### BROWN BAG LUNCH SEMINAR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Johnson, Daniel	09/02/10	12/18/10	PDM	\$43.55

##### CURRICULUM COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Parent, Nancy	08/30/10	05/19/11	PDH	\$29.46

Justification: Emergency replacement for committee

##### SEAPORT-TECH BASED LEARNING GRANT LESSON PLANS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Woodruff, Sandra	09/02/10	06/30/11	PDH	\$29.46

##### CONTRACT EDUCATION PROJECT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
He, Xuegin	09/202/10	01/21/11	MTR	\$44.36
Kuang, Jessica	09/20/10	01/21/11	MTR	\$44.36

##### ATTEND MEETINGS, CONFERENCES AND COLLEGE EVENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Donna	09/07/10	12/19/10	PDH	\$29.46
Do, Anh	09/07/10	12/19/10	PDH	\$29.46
Estrada, Maria	09/07/10	12/19/10	PDH	\$29.46
Hernandez, Marcela	09/07/10	12/19/10	PDH	\$29.46
Kobata, Sarah	09/07/10	12/19/10	PDH	\$29.46
Leung, Hei-Yi	09/07/10	12/19/10	PDH	\$29.46
McClure, Helen	09/07/10	12/19/10	PDH	\$29.46
Mims, Brian	09/07/10	12/19/10	PDH	\$29.46
Nguyen, Lien	09/07/10	12/19/10	PDH	\$29.46
Powell, Rita	09/07/10	12/19/10	PDH	\$29.46
Yaron, Sharon	09/07/10	12/19/10	PDH	\$29.46

#### GOLDEN WEST COLLEGE

##### GWC ART GALLERY CURATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ebert, Darrell	09/02/10	12/19/10	PDM	\$43.55

##### COORDINATOR FOR INSTR CONTENT FOR POLICE OFFICERS STANDARDS & TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lazarus, Robert	09/02/10	12/31/10	PDM	\$43.55

READER/EVALUATOR FOR ASSESSMENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tayyar, Paul	07/10/10	08/27/10	PDM	\$43.23

Justification: Late paperwork from division

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Marchbank, Earnest	08/30/10	12/19/10	IUM	\$1514.00	EOPS
York, Linda	08/30/10	12/19/10	IUM	\$1514.00	Counseling

Justification: Late paperwork from division

ACADEMIC ADVISEMENT COUNSELORS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dumont, Stephanie	09/02/10	12/19/10	OVR	\$72.00
Ngo, Michelle	09/02/10	12/19/10	UNT	\$72.94
Nguyen, Jimmy	09/02/10	12/19/10	OVR	\$72.00
York, Linda	09/02/10	12/19/10	UNT	\$72.94

ORANGE COAST COLLEGELIBRARY LECTURE SCHEDULER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Daugherty, Seth	08/30/10	12/19/10	UNT	\$65.55
	08/30/10	12/19/10	PDH	\$29.46

Justification: Late paperwork from division

EVALUATION AND ASSESSMENT OF STUDENTS WITH DISABILITIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Gill, Satinder	08/16/10	12/19/10	PDH	\$29.46

Justification: Late paperwork from division

EMERGENCY MEDICAL TECHNICIAN PROGRAM COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hassspis, Phylcia	08/30/10	12/19/10	PDM	\$43.55

Justification: Late paperwork from division

CTE PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	08/30/10	12/19/10	UNT	\$73.94

Justification: Late paperwork from division

LIBRARIAN DESK DUTIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Eutimio, Alfredo	08/30/10	12/19/10	UNT	\$73.94
Schmidt, Valerie	08/30/10	12/19/10	UNT	\$73.94

Justification: Late paperwork from division

COUNSELORS FOR EOPS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ngo, Michelle	08/30/10	12/19/10	UNT	\$73.94
Phan, Dat Huy	08/30/10	12/19/10	UNT	\$73.94
Tran, Julie	08/30/10	12/19/10	UNT	\$61.88

Justification: Late paperwork from division

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Baker, Karen	08/30/10	12/19/10	IUM	\$1514.00	Marine Science

Lohman, Benjamin	08/30/10	12/19/10	IUM	\$1514.00	Forensics
Rodriguez, David	08/30/10	12/19/10	IUM	\$1514.00	Const/Aviation

Justification: Late paperwork from division

The following Administrators, to teach for the period **08/30/10 to 12/19/10** for CCC, GWC and OCC, payment to be \$72.000/hr (based on Col. IV, Step 6 placement on the CFE/AFT Local 1911 Faculty Unit Contract). This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE indicated below:

<u>Name</u>	<u>LHE</u>
Mandelkern, Michael	4.00

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/30/10 to 12/19/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

### GWC

<u>Name</u>	<u>LHE</u>
Bales, Bruce	3.10

Justification: Paperwork late from campus HR

Pizano, Veronica 6.00  
Justification: Assignment not included on request form from division

Remsbury-Shiroishi, Elizabeth 1.00  
Justification: Changes to instructor's schedule

Tarango, Abraham 5.00  
Justification: Assignment not included on request form from division

### OCC

<u>Name</u>	<u>LHE</u>
Blake, Elizabeth	2.05
Cottrell, Lynne	1.00
Rodriguez, David	4.00

Justification: Late paperwork from division

## **2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$45.69/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

### Golden West College

Abella, Dori  
Best, Amanda  
Gordion, Irina  
Holland, Karen  
Lawson, Andrea  
Rosales, Evangelina  
Sandrock, Donna

Orange Coast College

Chervenak, Timothy  
 Gonzalez, Nathan  
 Haduong, Thang

**3. Full time Faculty**

None.

**4. Part time Faculty**FALL

Assignments during the period **08/30/10-12/19/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 9 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Ambriz, Aurora	3.000

Justification: Original instructor accepted a full time position elsewhere

Akamine, Karen	2.749
DeVirgillo, Desiree	2.749
Hernandez, Marcela	3.000
Huang, Mike	7.000
McLaughlin, Marta	1.125

Justification: Late paperwork from department

Mora, Flory	3.000
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Justification: Class added to accommodate Early College High School students.

Reyes, Jesus	5.250
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Justification: Instructor processed his paperwork late

Rutledge, Darius	3.000
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Justification: Original instructor moved out of the state

Barnes, Ralph	6.000
Brock, Marilyn	3.000
Cemo, James	3.000
Everett, Michael	5.000
Feiner, Henri	4.000
Siefkes, Ashlie	6.000

Justification: Class added to accommodate students

Bund, Stefan	3.000
Carlucci, Michael	3.000
Petri, Michael	3.000
Richter, Otto	3.000
Sak, Kathleen	3.000
Tan, Jennifer	3.000
Terry, Brenda	0.750

Golden West College

<u>Name</u>	<u>LHE</u>
Adams, Brittany	4.500
Davis, Sherry	5.250
Hansbury, Edward	3.167
Holland, Karen	4.000
Huerta, Nicolas	5.000
Lindsay, Don	8.250
Mickey, Dave	3.830
Peacock, Joyce	1.000
Pierce, Lowell	3.130
Salazar, Yvonne	7.230
Schjwenkmeyer, Karen	5.330
Switzer, Barbara	8.460
Tran, Thi Yen	6.500
Vu, Nam	4.500

Justification: Late paperwork from division

Orange Coast College

<u>Name</u>	<u>LHE</u>
Brown, Molly	3.000

Justification: Due to employee new hire paper work completed

Derflinger, Bruce	9.875
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Justification: Due to processing delay

Henderson, Karl	4.000
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Justification: Waiting for EQ from division

Hoang, Thanh	9.500
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Justification: Due to corrections and processing on campus

Adams, Rebecca	8.000
Anduri, Megan	4.750
Anglin, Marie	5.000
Area, Sheryl	3.000
Arias, Robyn	9.000
Arjmand, Shahriar	5.000
Armstrong, Robin	8.000
Ary, Nicole	9.000
Avetisian, Deanna	5.000
Avila, Carmen	5.000
Ayad, Nada	4.000
Backey, Joan	9.750
Bahti, Cynthia	9.000
Barnard, Jaclyn	8.000
Beheler, Ann	3.626
Bell, John	9.000
Bennett, Jane	6.000
Berekian, Beverly	2.250
Bertheaud, Stanley	3.250
Bezaire, David	3.750
Bishop, Dennis	3.000
Bishop, Gregory	2.250



Blanc, George	3.000
Blasius, Mary	7.500
Boone, Rick	6.000
Borkenhagen, Brian	3.875
Bourouis-Benyassine, Aisha	4.000
Bowman, Donald	5.000
Breit, Craig	9.000
Brewer, Justin	8.000
Bright, Lynn	6.000
Buckley, John	8.000
Bullard, Barbara	6.000
Butcher, Dennis	7.500
Callum, Oceana	8.000
Capps, Tucker	8.000
Carter, John	4.050
Castello, Anthony	3.000
Causey, Desiree	4.500
Cervantes, Aureliano	4.250
Chan, Robert	10.000
Chow, Brian	2.750
Christensen, Chris	9.000
Chung, Phoebe	6.000
Clark, Bret	9.625
Clough, Brian	6.750
Coleman, Catherine	5.500
Contos, Aristi	8.000
Cordova, Joan	10.000
Crachiolo, Sarah	6.000
Crockett, Cameron	7.000
Das, Adriana	5.000
Della Marna, Loren	3.250
Denton, Bob	4.500
Dickens, Donna	7.500
Dinger, Michelle	3.000
Djang, Stephanie	4.500
Doan, Duyness	3.000
Doan, Khanh	5.000
Dodero, Antonio	3.000
Dowling, Lisa	8.000
Dunham, John	3.000
Evans, Marilyn	9.000
Farmer, Ashley	8.000
Fazeli, Farimah	9.000
Fernandez, Gariella	4.625
Fimea, James	5.000
Fletcher, Huong	7.500
Flowers, Carol	10.000
Franco, Luis	4.000
Fratantaro, Edward	7.500
Fricker, Norman	6.000
Fruehan, Annette	4.000
Fuller, Brent	3.000
Garrett, Vena	4.500
Go, Jane	8.500
Goerrissen, Jan	9.000
Gordon, Matthew	3.500
Gottlieb, Rebecca	3.000
Graham, Vicki	9.000

Grane, Barbara	5.000
Gray, Jeffrey	4.000
Gressier, Pamela	8.000
Grooms, Mark	6.000
Grossman, Sheila	9.000
Grostephan, Alan	8.000
Guarino Jr, Anthony	2.250
Habel, Lowell	9.000
Haeri, Shadi	9.000
Haghighat, Shayma	6.000
Hamber, Franca	4.000
Hamilton, Julie	3.000
Hamilton, Kieko	5.000
Hanlon, Barbara	5.250
Harkins, Michael	8.750
Haven, Michael	8.000
Hays, Scott	8.000
Hellman, Amy	7.125
Henderson, Nancy	4.000
Herman, Allan	4.750
Hesse, Douglas	8.000
Hietschold, Julia	4.126
Higgins, Kolleen	8.000
Hodges, Ronald	4.000
Hoffman, Jack	10.000
Hollinden, Mike	3.000
Holly, Lauren	8.000
Hopkins, Dustin	8.000
Horton, Ana	5.000
Hosseini, Mansour	7.000
Hostetler, Sheila	9.000
Houssels, Miriam	5.000
Hubertg, Trina	9.000
Ito, Manami	5.000
Itzen, Jana	1.000
Itzen, William	7.000
Ivey, Marilyn	6.000
Jalalat, Jennifer	8.000
Janas, Diane	3.000
Johnson, Douglas	5.000
Johnson, Jarvis	3.000
Kane, Clifford	8.000
Kaufmann, Laura	8.000
Kelly, James	3.000
Kerins, John	7.500
Khizhnyak, Aleksandra	6.000
Khwaja, Ziauddin	4.000
Klammer, Karen	9.000
Knauer, Mary	4.500
Komenda, Virtina	8.000
Koui, Cynthia	7.000
Kreger, Maria	5.000
Kroll, Stephen	3.000
Krucli, Thomas	8.000
Kuzay, Franz	5.000
Kuznetsov, Kira	9.500
Larson, Jacqueline	2.000
Lee, Nachiko	5.000

Lee, Robert	8.700
Leigh, Michael	9.000
Lenanton, John	7.250
Leonard, Norman	8.000
Lindquist, Robert	9.000
Lopez, Alicia	3.000
Luszcz, Laura	3.000
Madsen, Brenda	4.500
Manuck, Richard	8.000
Margolin, Cathryn	8.250
Martin, Marc	4.250
Martin, Micah	5.000
Martin, Shana	3.000
McAlear, Erin	9.000
McHugh, Denise	4.000
McLaughlin, Jane	9.000
McMorrow, Patrick	3.000
McMurray, Kathryn	8.000
Meadows, Arnold	7.500
Meler, Suzzanne	4.000
Meola, Frank	6.000
Milner, Jeffrey	4.500
Mofid, Kevin	6.000
Moniz, Pam	4.500
Mora, Flory	5.000
Mullenix, Cynthia	8.000
Nelson, Louella	8.000
Nerad, Patrick	8.625
Ng, George	3.000
Nguyen, Catherine	6.000
Nguyen, Huy	8.000
Nguyen, Kelly	8.000
Nguyen, Pierre	7.500
Nguyen, Son	6.000
Nguyen, Trang	3.000
Ninh, Joseph	6.000
Novy, Lester	8.000
Nowroozi, Nakisa	2.250
Ochoa, Lucas	9.000
Odassdo, Dave	9.000
O'Rourke, Shawn	9.000
Oxenham, Gwendoyne	8.000
Palmer, Jeffrey	4.026
Peters, Jennifer	9.000
Pham, Anh	9.000
Pham, Kimdzung	5.000
Pinnick, David	4.750
Pirona, Diego	9.750
Plisco, David	9.000
Plum, Caryn	3.000
Pogosian, Paula	3.000
Price, Jack	3.000
Prothero, James	4.000
Pugliese, William	9.750
Pullman, Lori	8.375
Radford, Shirley	4.250
Ray, Jamie	5.500
Robrtson, Darrin	2.750

Rojas, Santos	7.500
Rosen, Lugene	4.000
Rozak, Richard	5.000
Salessi, Susana	5.000
Salim, Linda	9.500
Samaniego, Kimberly	8.000
Sanchez, Sandra	9.750
Sawyer, Athena	8.000
Scarfone, Patricia	5.000
Schachat, Carol	3.000
Seilo, John	8.000
Sereno, Adrienne	5.000
Sharma, Upsana	8.375
Shepard, David	4.000
Silva, Francis	3.000
Simpsohn-Rodgers, Nii Boyle	4.000
Snyder, Lisa	9.000
Stanich, Sandra	7.500
Stebbins, John	8.300
Stickel, Karl	7.500
Stoneking, Joyce	6.000
Taba, Khalil	8.000
Tate, Peter	8.000
Taylor, Daniel	3.000
Tovar, Ana	3.000
Tran, Hoa	10.000
Tress, Marguerite	6.000
Urbien, Darrell	9.000
Valdez, Edilberto	5.250
Vandervis, Melinda	3.000
Van Ry, Michael	9.750
Varga, John	10.000
Villegas Silva, Patricia	5.000
Visco, Lisa	6.375
Walls, Laura	5.000
Weber, Daniel	2.000
Weinstock, Steve	4.250
Whitaker, Jutta	5.000
Wikes, Nancy	2.000
Williams, Bethany	4.750
Williams, Sherry	6.000
Wilson, Eric	2.000
Winston, Rachel	4.500
Wood, Joshua	4.000
Woodward, Gerald	4.000
Young, Ronald	9.000
Zachwieja, Thomas	6.750
Zierner, William	5.000

Justification: Late paperwork from division

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period **09/02/10 to 06/30/11**, not to exceed 498 hours:

Sorenson, Mathew

## 5. Educational Administrator

Vice Chancellor of Finance and Administrative Services  
Vice Chancellor of Educational Services and Technology

## 6. Classified Management

### Extension of End Dates for Temporary positions

The following CCC, Classified Managers, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/10 to 06/30/11. The positions may be extended, modified or eliminated based on changes from the funding source.

Dahnke, Lynn	Telecourse Marketing Director
Garvey, Judith	Director, Electronic Media & Publications
Melby, Laurie	Director, Telecourse Programs & Media
Nash, Robert	Director, Instructional Design & Faculty Support

Justification: Late paperwork from campus

## 7. Classified Staff

### Extension of End Dates for Temporary positions

The following CCC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/10 to 06/30/11. The positions may be extended, modified or eliminated based on changes from the funding source.

Follis, Diane	Staff Specialist
Hill, Elaine	Telecourse Marketing Coordinator
McCollum, Dorothy	Staff Assistant
Salcedo, Veronica	Staff Assistant
Thien, Vu	Electronic Media Publications Assistant
Wojciechowski, Linda	Electronic Media & Curriculum Publishing Assistant, Sr.
Worden, Mark	Web/Mm Dev-Military Programs

Justification: Late paperwork from campus

## 8. Reclassification and Reorganization/Reassignment

None.

## 9. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Picmt</u>
Harris, Heather	OCC	Secretary, Sr	Staff Aide	08/23/10	10/31/10	E48-04*

\*Time card, on call as needed.

### Extension of Employment for Temporary Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Picmt</u>
Crumsey, Marie**	OCC	Bookstore Ops Assistant	Special Assignment	Extend from 06/01/10 to 11/30/10	E-45-05
Jimenez,	OCC	Utility Worker	Maintenance &	Extend from 06/30/10	E-47-05*

Gabriel**			Operation, Lead	to 06/30/11	
Lopez, Fausto**	GWC	Custodian Senior	Special Assignment	Extend from 06/30/10 to 06/30/11	E-40-05*
Quiroz, Elias**	OCC	Bookstore Shipping Receiving Clerk	Warehouse Coordinator	Extend from 03/01/10 to 11/30/10	E-44-04

\*Time card, on call as needed.

\*\* Justification: Paperwork late from campus

## 10. Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Nguyen, Kevin	GWC	09/02/10	06/30/11	110001-349103	M,T,W,TH,F
Oppenheim, Marcia	GWC	09/02/10	06/30/11	813010-389803	M,T,W,TH,F
Renninger, Anita	GWC	09/02/10	06/30/11	110001-343001	M,T,W,TH,F
Sparlin, Jason*	OCC	08/19/10	06/30/11	812035-249007	M,T,W,TH,F
West, Christopher	OCC	09/02/10	06/30/11	110001-260500	M,T,W,TH,F
	OCC	09/02/10	06/30/11	124044-259300	M,T,W,TH,F

\*Late paperwork

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Cole, John	CCC	09/02/10	06/30/11	110001-801301	M,T,W,TH,F
Fosse, Marcella	OCC	09/02/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	09/02/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	09/02/10	06/30/11	120176-251030	M,T,W,TH,F
Johnson, Rondi*	CCC	07/01/10	06/30/11	818030-847401	M,T,W,TH,F
Levine, Robert	OCC	09/02/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	09/02/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	09/02/10	06/30/11	120176-251030	M,T,W,TH,F
Lopez, Greg	GWC	09/02/10	06/30/11	124006-361212	M,T,W,TH,F

\*Termed in error and requires rehire

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
-------------	------------	-------------------	-----------------	-----------------------	---------------------

Cutting, Kristopher	OCC	09/02/10	06/30/11	812015-263750	S,SU
Nguyen, Tony	OCC	09/02/10	06/30/11	812015-263750	S,SU
Ortega, Eric	OCC	09/02/10	06/30/11	110001-285501	M,W,F
Santiago, Luisana	OCC	09/02/10	06/30/11	812020-205401	M,T,W,TH,F
Townsend, Robert	OCC	09/02/10	06/30/11	812020-205401	M,T,W,TH,F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Acquista, Andrew	OCC	09/02/10	06/30/11	812035-212203	M,T,W,TH,F
Crayton, Maureen	OCC	09/02/10	06/30/11	124005-256203	M,T,W,TH,F
Henderson, Barbara	GWC	09/02/10	06/30/11	127002-361404	M,T,W,TH,F
	GWC	09/02/10	06/30/11	124002-361404	M,T,W,TH,F
Ly, Annie	GWC	09/02/10	06/30/11	110001-347151	M,T,W,TH,F
Mayberry, Shea	CCC	09/10/10	12/30/10	818030-801204	M,T,W,TH,F
Miyahira, John	CCC	09/02/10	06/30/11	124007-856101	M,T,W,TH,F
Roman, Alfonso	OCC	09/02/10	06/30/11	812035-212814	M,T,W,TH,F
Sinclair, Anita	CCC	09/10/10	06/30/11	818030-801204	M,T,W,TH,F
Tran, Kelly	GWC	09/02/10	06/30/11	110001-347151	M,T,W,TH,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Ayorinde, Cynthia	CCC	08/09/10	09/30/10	120010-850101	M,T,W,TH,F

#### **11. Substitute Classified**

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

#### Orange Coast College

Stack, Paul

#### **12. Clinical Advisors/Summer**

None.

#### **13. Medical Professional Hourly Personnel**

None.

#### **14. Student Workers**

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Golden West College

Lam, Thu  
Lendrum, Dale  
Pham, Kathy  
Sizemore, Patrick

Orange Coast College

Armstrong, Caroline  
Bui, Lan  
Cabric, Sandro  
Chau, Ronnie  
Cortes, Jesse  
Cortes, Julio  
Do, Phuongthu  
Duong, Xuan  
Estrada, Vanessa  
Franco, Patricia  
Gwynn, Sarah  
Hoang, Kevin  
Kim, Chae  
Kuweit, Reza  
Le, Phillip  
Luu, Christine  
Luu, Manh  
Nguyen, Bao  
Nguyen, Hue  
Nguyen, Kathy  
Nguyen, Kim  
Nguyen, Phuong  
Nguyen, Sarah  
Nguyen, Tin  
Ochoa, Irene  
Park, Yong  
Remigio, Ana  
Riedl, Nerisa  
Yang, Sia  
Yearwood, Jacklyn



## Appendix B

AMENDED IN SENATE JULY 15, 2010

AMENDED IN ASSEMBLY MAY 28, 2010

CALIFORNIA LEGISLATURE—2009–10 REGULAR SESSION

### **Assembly Concurrent Resolution**

**No. 138**

**Introduced by Assembly Member Nava**

**(Coauthors: Assembly Members Beall, Block, Blumenfield, Fong, Huffman, Ma, Monning, Portantino, Ruskín, and Torlakson)**

February 23, 2010

Assembly Concurrent Resolution No. 138—Relative to the California Community Colleges.

#### LEGISLATIVE COUNSEL'S DIGEST

ACR 138, as amended, Nava. California Community Colleges: faculty.

This measure would express the intent of the Legislature that part-time and temporary faculty receive pay and benefits that are equal to those of specified tenured and tenure-track faculty, to the extent funding is provided, and that the California Community Colleges increase the percentage of full-time tenured and tenure-track faculty.

Fiscal committee: yes.

- 1 WHEREAS, Instruction at community colleges is provided by
- 2 a combination of full-time and part-time faculty; and
- 3 WHEREAS, An increasing percentage of the courses offered
- 4 in public colleges and universities in California are being taught
- 5 by part-time and other adjunct faculty; and

ACR 138

— 2 —

1 WHEREAS, National research validates the importance of a  
2 sufficient complement of full-time faculty, particularly for the  
3 population served by the California Community Colleges; and

4 WHEREAS, The system of higher education within the  
5 California Community Colleges has become dependent upon a  
6 contingent workforce that is poorly compensated and too often  
7 lacks basic supports; and

8 WHEREAS, These twin developments, the economic  
9 exploitation of part-time and other contingent faculty, and the  
10 shrinking of the ranks of full-time tenured faculty, limit the ability  
11 of the state's public higher education system to provide  
12 high-quality education, research, and support for economic  
13 development; and

14 WHEREAS, Providing sufficient numbers of faculty with  
15 full-time tenured and tenure-track employment and improving the  
16 conditions under which part-time and other adjunct faculty work  
17 will result in better service for students, communities, and the  
18 economy; and

19 WHEREAS, A state statute expresses legislative intent that 75  
20 percent of instructional hours be taught by full-time faculty, with  
21 no more than 25 percent being taught by part-time faculty; and

22 WHEREAS, Implementing regulations developed by the board  
23 of governors, which oversees the statewide system, generally  
24 requires community college districts to move closer to the  
25 75-percent target by hiring more full-time faculty in years in which  
26 those districts receive additional enrollment funding; and

27 WHEREAS, The 75/25 statutory ratio is a guideline for  
28 community college districts, and the California Community  
29 Colleges regulation, commonly known as the Faculty Obligation  
30 Number, or "FON," imposes financial penalties on districts  
31 that fail to meet their employment target for full-time faculty  
32 members; and

33 WHEREAS, Fair tax policies are the financial foundation of a  
34 modern society; and

35 WHEREAS, Property taxes are the most reliable revenue source  
36 for public services; and

37 WHEREAS, Proposition 13, an initiative measure approved by  
38 voters at the June 6, 1978, direct primary election, moved education  
39 decisionmaking to the state level and created difficulties in funding  
40 education; and

— 3 —

ACR 138

1 WHEREAS, Federal tax breaks have caused cuts in federal  
 2 support for higher education programs; and  
 3 WHEREAS, Funds have been provided through the annual  
 4 Budget Act to assist community college districts; and  
 5 WHEREAS, The principle of equal pay for equal work requires  
 6 that part-time faculty be provided with compensation that is directly  
 7 proportional to the compensation of full-time faculty; now,  
 8 therefore, be it  
 9 *Resolved by the Assembly of the State of California, the Senate*  
 10 *thereof concurring,* That it is the intent of the Legislature that all  
 11 part-time and temporary faculty receive pay and benefits that are  
 12 equal to those of tenured and tenure-track faculty of comparable  
 13 qualifications doing comparable work, as determined on a pro rata  
 14 basis, to the extent funding is provided; and be it further  
 15 *Resolved,* That the longstanding policy of the Board of  
 16 Governors of the California Community Colleges that at least 75  
 17 percent of the hours of credit instruction in the colleges be taught  
 18 by full-time instructors should be advanced; and be it further  
 19 *Resolved,* That each community college district should develop  
 20 and adopt plans to meet the requirements related to increasing the  
 21 percentage of full-time tenured and tenure-track faculty, to the  
 22 extent funding is provided; and be it further  
 23 *Resolved,* That the development and adoption of plans related  
 24 to increasing the percentage of full-time tenured and tenure-track  
 25 faculty should be subject to a collective bargaining process that  
 26 includes the exclusive representatives of the full-time and part-time  
 27 faculty serving at that institution in that district; and be it further  
 28 *Resolved,* That the determination of the method of prorating  
 29 salaries should be subject to a collective bargaining process that  
 30 includes the exclusive representatives of faculty serving at that  
 31 institution; and be it further  
 32 *Resolved,* That each community college district should establish  
 33 a process under which part-time and other adjunct faculty, after  
 34 successful completion of a probationary period, may receive timely  
 35 notice of, and priority consideration for, appropriate teaching  
 36 assignments in future academic terms and preferential consideration  
 37 for attaining a tenure-track position when one becomes available;  
 38 and be it further  
 39 *Resolved,* That the process should ensure that part-time and  
 40 other adjunct faculty receive the accumulation of seniority,

ACR 138

— 4 —

1 notification about job openings at that institution prior to the  
2 publication of announcements of those openings outside of that  
3 institution, and preferential consideration for appointments to  
4 tenure-track positions; and be it further

5 *Resolved*, That the implementation of these requirements should  
6 be subject to a collective bargaining process that includes the  
7 exclusive representatives of the full-time and part-time faculty  
8 serving at that institution; and be it further

9 *Resolved*, That each community college district should make  
10 progress toward the goals described in this measure; and be it  
11 further

12 *Resolved*, That the Chief Clerk of the Assembly transmit copies  
13 of this resolution to the governing board of each district of the  
14 California Community Colleges and to the author for distribution.

**COAST COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES' DIRECTIVES LOG**  
*Prepared by the Secretary of the Board of Trustees*

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
1	5/19/10	Jim Moreno; 2 <sup>nd</sup> Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the Districts anticipated Information Technology needs are or are projected to be.	Pending	P
2	12/9/09	Lorraine Prinsky; 2 <sup>nd</sup> Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
3	11/18/09	Jerry Patterson; 2 <sup>nd</sup> Mary Hornbuckle	Interim Vice Chancellor of Educational Services	Provide a summary with explanation when there is a change to Instructional Material Fees. Provide a copy of attachments and summary to the Board of Trustees' Office for Trustees and the public to review.	Ongoing	Ongoing
4	8/19/09	Mary Hornbuckle; 2 <sup>nd</sup> Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
5	3/5/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
6	7/16/08	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Pending	P
7	8/6/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	Pending	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
8	9/17/08	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Pending	P
9	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Pending	P
10	9/17/08	Board	Chancellor	Refine and advance the relationship among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	P

## MEMORANDUM

**Date:** September 15, 2010

**To:** Honorable Board of Trustees and Chancellor, Dr. Ding-Jo Currie

**From:** C.M. Brahmhatt 

**Re:** Fourth Quarter Report Ending June 30, 2010

The Fourth Quarter Report, CCFS-311Q, is attached for your review with the following notations:

- Actual income is 2% lower than last year due to State budget cuts in base apportionment.
- Actual expenses are 2.7% lower than last year due to a hiring freeze and a spending slowdown.
- The available reserve for contingency is \$13,293,671.

The Annual CCFS-320 reports FTEs of \$36,103 for 2009/2010. While course sections have been reduced, student demand is up and classes are full. No state funds are available for growth and the district is reporting over 1,700 unfunded FTEs.

If I can provide additional information, please let me know.

CMB/ms

Attachments





# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q4) Jun 30, 2010

District: (830) COAST

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

### Chief Business Officer

CBO Name:

C.M. Brahmabhatt

CBO Phone:

Use format 999-555-1212

714-438-4611

CBO Signature:

*C.M. Brahmabhatt*

Date Signed:

8/11/10

Chief Executive Officer Name:

Ding-Jo Currie

CEO Signature:

Date Signed:

Electronic Cert Date:

### District Contact Person

Name:

Cheryl Blocker

Title:

District Accounting Manager

Telephone:

Use format 999-555-1212

714-438-4658

Fax:

Use format 999-555-1212

714-438-4874

E-Mail:

cblocker@mail.cccd.edu

**Certify This Quarter**

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:

Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

District: (830) COAST

Quarter Ended: (Q4) Jun 30, 2010

Your Quarterly Data is Certified for this quarter.

### Chief Business Officer

**CBO Name:** C.M. Brahmbhatt

**CBO Phone:** 714-438-4611

**CBO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Chief Executive Officer Name:** Ding-Jo Currie

**CEO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Electronic Cert Date:** 08/13/2010

### District Contact Person

**Name:** Cheryl Blocker

**Title:** District Accounting Manager

**Telephone:** 714-438-4658

**Fax:** 714-438-4874

**E-Mail:** cblocker@mail.cccd.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q

### VIEW QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2009-2010

Quarter Ended: (Q4) Jun 30, 2010

District: (830) COAST

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	186,667,206	190,014,290	190,567,016	186,702,879
A.2	Other Financing Sources (Object 8900)	11,182	2,448	3,075	17,462
A.3	Total Unrestricted Revenue (A.1 + A.2)	186,678,388	190,016,738	190,570,091	186,720,341
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	170,280,324	188,498,979	191,053,827	185,988,908
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,728,540	6,710,979	2,020,556	1,819,367
B.3	Total Unrestricted Expenditures (B.1 + B.2)	177,008,864	195,209,958	193,074,383	187,808,275
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	9,669,524	-5,193,220	-2,504,292	-1,087,934
D.	Fund Balance, Beginning	19,125,024	28,794,303	23,601,080	21,096,788
D.1	Prior Year Adjustments + (-)	-245	-3	0	-310,591
D.2	Adjusted Fund Balance, Beginning (D + D.1)	19,124,779	28,794,300	23,601,080	20,786,197
E.	Fund Balance, Ending (C. + D.2)	28,794,303	23,601,080	21,096,788	19,698,263
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	16.3%	12.1%	10.9%	10.5%

### II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	34,781	35,614	37,299	36,103
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### III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year			
	2006-07	2007-08	2008-09	2009-2010
Cash, excluding borrowed funds		32,139,264	31,675,672	18,816,848

H.1					
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	34,214,686	32,139,264	31,675,672	18,816,848

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	186,390,599	186,810,635	186,702,879	99.9%
I.2	Other Financing Sources (Object 8900)	0	0	17,462	
I.3	Total Unrestricted Revenue (I.1 + I.2)	186,390,599	186,810,635	186,720,341	100%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	191,202,154	191,452,817	185,988,908	97.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	207,032	1,755,809	1,819,367	103.6%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	191,409,186	193,208,626	187,808,275	97.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-5,018,587	-6,397,991	-1,087,934	
L	Adjusted Fund Balance, Beginning	21,096,788	21,096,788	20,786,197	
L.1	Fund Balance, Ending (C. + L.2)	16,078,201	14,698,797	19,698,263	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.4%	7.6%		

V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified			
	Permanent		Temporary					
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								

b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII.Does the district have significant fiscal problems that must be addressed?

This year?  
Next year?

NO  
YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)  
District approved 2010-11 tentative budget by eliminating 108 positions from the budget. District still faces multi million dollar deficit for 2011-12 and 2012-13. See attached presentation to Board for detail.

**Coast Community College District**

**Fourth Quarterly Report**

**2009-2010**

**All Funds**

<b>Fund</b>	<b>General</b>	<b>Child Development</b>	<b>GO Bond</b>	<b>Capital Outlay</b>	<b>Insurance Services</b>	<b>N/R Reimb Operations</b>	<b>Total</b>
Assets	39,920,889	476,497	68,577,378	12,413,977	45,770,508	2,884,466	170,043,715
Due To System Posting	0	0	0	0	0	0	0
Liabilities	20,222,627	476,497	5,539,645	4,103,003	403,564	2,884,466	33,629,803
Due To/From System Posting	0	0	0	0	0	0	0
Fund Balance	<u>19,698,262</u>	<u>0</u>	<u>63,037,733</u>	<u>8,310,973</u>	<u>45,366,944</u>	<u>0</u>	<u>136,413,913</u>
Beginning Balance	21,096,788	2	99,248,850	5,675,499	36,809,087	0	162,830,226
Income							
Adopted Budget	236,483,631	1,402,321	1,300,000	1,990,000	39,103,000	12,275,613	292,554,565
Actual	211,986,235	1,455,963	1,001,765	18,631,735	44,631,696	14,885,729	292,593,123
%	89.64%	103.83%	77.06%	936.27%	114.14%	121.26%	1
Expenses							
Adopted Budget	236,483,631	1,402,321	100,548,850	7,665,499	34,373,000	12,275,613	392,748,914
Actual	213,074,169	1,455,965	37,212,882	15,996,261	36,073,839	14,885,729	318,698,845
%	90.10%	103.83%	37.01%	208.68%	104.95%	121.26%	1
Suspense Clearing	0	0	0	0	0	0	0
Accrual Adjustments	-310,591	0	0	0	0	0	-310,591
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	<u>19,698,262</u>	<u>0</u>	<u>63,037,733</u>	<u>8,310,973</u>	<u>45,366,944</u>	<u>0</u>	<u>136,413,913</u>

## Coast Community College District Financial Status Report

### Fourth Quarterly Report Fiscal Year 2009/2010

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	28,292,924	-12,435,820	15,857,103
9120	CASH IN BANKS	2,295,928	-511,027	1,784,901
9125	CASH COLLECTN AWAITG DEPOSIT	873,859	50,907	924,766
9130	REVOLVING CASH FUND	212,961	37,117	250,078
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	18,871,452	1,815,371	20,686,822
9170	DUE FROM OTHER FUNDS	4,044,061	-3,633,815	410,246
9220	PREPAID EXPENSES	224,705	-217,811	6,894
9230	PREPAID EXPENSE/MID-MONTH	0	0	
<b>Total Assets</b>		<b>54,815,967</b>	<b>-14,895,078</b>	<b>39,920,889</b>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	1,672,408	387,007	2,059,415
9511	MISC ACCRUALS YR-END	6,691,554	932,859	7,624,413
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	233,947	-74,544	159,403
9519	ACCTS PAYABLE ACCRUALS	286,247	-8,077	278,170
9520	DUE TO OTHER FUNDS	14,743,312	-11,340,709	3,402,603
9540	DEFERRED INCOME	9,293,002	-3,379,459	5,913,543
9550	SUMMER PAY WITHHELD	55,003	-14,296	40,707
9552	CALIF USE TAX PAYABLE	2,152	84	2,236
9555	CA NON-RESIDENT W/H PAYABLE	0	582	582
9571	ACCRUED VACATION	741,457	0	741,457
<b>Total Liabilities</b>		<b>33,719,180</b>	<b>-13,496,552</b>	<b>20,222,627</b>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	23,601,080	-2,504,292	21,096,788
9712	YEAR END APPROPRIATIONS	0	0	
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	0	
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	-310,591	-310,591
		<u>23,601,080</u>	<u>-2,814,883</u>	<u>20,786,196</u>
	Fund Balance as of June 30, 2010			20,786,196
	Plus Total Revenues			211,986,235
	Less Total Expenditures			213,074,169
9910	Plus Suspense Clearing			0
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of June 30, 2010			<u>19,698,262</u>



<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,532,602	1,254,908
8130	WORKFORCE INVESTMENT ACT	8,603,996	6,163,053
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	215,757	202,763
8170	VOC&APPLIED TECH EDUCATION ACT	2,216,825	2,216,671
8190	ARRA	715,270	715,270
8199	OTHER FEDERAL REVENUE	239,332	192,588
<b>Sub Total</b>	<b>8100 FEDERAL REVENUE</b>	<b>13,523,782</b>	<b>10,745,253</b>
8612	STATE GENERAL APPORTIONMENT	65,000,000	65,481,765
8619	OTHER GENERAL APPORTIONMENTS	869,782	913,739
8622	EXTENDED OPPORTUNITY PROG &SVS	2,090,605	2,090,605
8623	DISABLED STUDENTS PROGRAMS&SVS	1,678,653	1,678,653
8624	CALWORKS	546,258	538,877
8625	TELE TECH INFRASTRUCTURE PROG TTIP	116,520	80,699
8629	OTHER CATEGORICAL APPORTIONMT	7,882,925	5,897,309
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	0
8654	MIDDLE COLLEGE	99,527	99,527
8659	OTHER CATEGORICAL PROGRAMS	1,003,307	654,539
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	731,146
8681	STATE LOTTERY PROCEEDS	4,826,936	4,649,622
8682	STATE MANDATED COSTS	0	0
<b>Sub Total</b>	<b>8600 STATE REVENUE</b>	<b>84,814,769</b>	<b>82,816,482</b>
8811	DISTRICT TAXES - SECURED ROLL	77,400,000	78,776,363
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	2,000,000	1,119,808
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	3,382,175
8816	DISTRICT TAXES-PRIOR YEAR	4,000,000	4,098,257
8817	EDU REVENUE AUGUMENTATION FUND	0	374,084
8818	REDEVELOPMENT PROPERTY TAXES	400,000	437,127
8831	CONTRACT INSTRUCTION	1,300,000	65,047
8840	SALES	100,000	91,319
8850	RENTALS	1,822,000	2,099,765
8861	INTEREST & INVESTMENT INCOME	600,000	432,105

<u>Object</u>	<u>Description</u>		<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES		501,000	454,235
8874	ENROLLMENT FEES		14,300,000	12,825,519
8876	HEALTH FEES		1,787,538	1,419,783
8877	INSTRUCT MATERIAL FEES		755,606	675,077
8879	STUDENT RECORDS		230,000	258,879
8880	NON RESIDENT TUITION		6,955,000	7,716,236
8881	PARKING FEES		1,791,979	1,608,845
8889	OTHER STUDENT FEES		119,721	301,529
8892	TELECOURSE REVENUE		865,700	400,000
8893	PARKING FINES		471,000	604,824
8899	OTHER LOCAL INCOME		1,361,365	1,266,061
<b>Sub Total</b>	<b>8800</b>	<b>LOCAL REVENUE</b>	<b>119,760,909</b>	<b>118,407,038</b>
8912	SURPLUS PROPERTY SALES		0	17,462
8914	GAIN ON SALE OF ASSESTS		0	0
8981	INTERFUND TRANSFERS		0	0
<b>Sub Total</b>	<b>8900</b>	<b>OTHER FINANCING SOURCES</b>	<b>0</b>	<b>17,462</b>
		<b>TOTAL REVENUE</b>	<b>218,099,460</b>	<b>211,986,235</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	38,787,469	37,514,793
1200	NON-INSTRUCTNL REG CONTRACT	16,512,607	16,064,508
1300	INSTRUCTORS HOURLY	20,505,272	24,138,285
1400	NON-INSTRUCTNL HOURLY	2,999,265	3,088,391
<b>Sub Total</b>	<b>1000 CERTIFICATED SALARIES</b>	<b>78,804,613</b>	<b>80,805,977</b>
2100	NON-INSTR CLASSIF REG CONTRACT	45,898,876	44,241,349
2200	INSTR CLASSIF REG CONTRACT	4,143,717	3,855,461
2300	NON-INSTRUCTIONAL, HOURLY	6,166,100	5,622,929
2400	INSTRUCTIONAL HOURLY	1,116,227	1,454,668
<b>Sub Total</b>	<b>2000 CLASSIFIED SALARIES</b>	<b>57,324,920</b>	<b>55,174,407</b>
3000	EMPLOYEE BENEFITS	1,970,165	-10,905
3100	STRS-STATE TEACHERS RETIREMENT	4,114,090	5,710,100
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,260,932	5,289,576
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,789,663	5,188,951
3400	HEALTH & WELFARE BENEFITS	19,151,193	20,422,792
3500	STATE UNEMPLOYMENT INS	320,756	398,079
3600	WORKERS COMPENSATION INS	1,809,541	2,299,807
3700	LOCAL RETIREMENT SYSTEM	8,844,800	9,571,510
3900	OTHER BENEFITS	0	113,464
<b>Sub Total</b>	<b>3000 STAFF BENEFITS</b>	<b>46,261,140</b>	<b>48,983,373</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	27,538	13,622
4300	INSTRUCTINL SUPPLIES	4,977,396	3,135,091
4400	MEDIA SUPPLIES	58,889	1,529
4600	FUEL, OIL & REPAIR PARTS	527,823	301,813
4900	OTHER SUPPLIES	0	548
<b>Sub Total</b>	<b>4000 BOOKS, SUPPLIES &amp; MATERIALS</b>	<b>5,591,646</b>	<b>3,452,602</b>
5000	INDIRECT EXPENSE CHARGEBACK	434,483	56,443
5100	PERSONAL AND CONSULTANT SERVICES	927,831	570,792
5200	TRAVEL AND CONFERENCES	806,812	412,373
5300	DUES AND MEMBERSHIP	420,781	348,831
5400	INSURANCE	1,399,877	1,184,990
5500	UTILITIES	5,313,090	4,656,979
5600	RENT, LEASES AND REPAIRS	7,953,023	6,104,970
5700	LEGAL, ELECTION AND AUDIT EXPENSES	1,905,467	1,860,042
5800	OTHER OPERATING EXPENSES AND SERVICES	8,738,846	4,461,419
5900	OTHER	2,082,278	-35,000
<b>Sub Total</b>	<b>5000 CONTRACT SERVICES, OPERATING EXPENSES</b>	<b>29,982,488</b>	<b>19,621,841</b>
6100	SITE IMPROVEMENTS	46,081	20,449
6200	BUILDING IMPROVEMENTS	161,488	101,891
6300	BOOKS (NEW)	92,426	94,606
6400	EQUIPMENT AND LEASE PURCHASE	3,023,510	1,855,960
<b>Sub Total</b>	<b>6000 CAPITAL OUTLAY</b>	<b>3,323,505</b>	<b>2,072,907</b>
7300	INTERFUND TRANSFER OUT	1,448,158	1,513,449
7500	STUDENT FINANCIAL AID	137,738	125,015
7600	OTHER PAYMENTS TO OR FOR STUDENTS	1,623,243	1,324,598
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	14,698,797	0
<b>Sub Total</b>	<b>7000 OTHER OUTGO &amp; RESERVES</b>	<b>17,907,936</b>	<b>2,963,062</b>
	<b>TOTAL EXPENDITURES</b>	<b>239,196,248</b>	<b>213,074,169</b>

Coast Community College District  
Tentative Budget  
June 23, 2010

Board Room  
5:00 PM



# Budget Shortfall Forecast 2010-11

	<u>5/7/2010</u>	<u>6/23/2010</u>
A) 2009-10 Budget Reduction (covered by one-time funds)	\$ 5,822,688	\$ 5,822,688
Negative State COLA (.38%)	\$ 648,363	\$ 648,363
Board Election	\$ 550,000	\$ 550,000
Estimated Mandatory Increase		
STRS	\$ -	\$ -
PERS (1%)	\$ 430,000	\$ 355,000
UIC (.42%)	\$ 515,000	\$ 465,000
	<u>\$ 7,966,051</u>	<u>\$ 7,841,051</u>
B) To Protect Categorical Contract Employees	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>
C) Negotiable Items		
Salary Increase		
CFE (10/11 increase .75%)	\$ 400,000	\$ 335,000
CFCE/Classified (unfunded 09/10)	\$ 450,000	\$ 340,000
CCA	unknown	\$ -
CDMA/Other	unknown	\$ -
Health Benefits	\$ 3,000,000	\$ 2,656,000
Step & Column	\$ 1,200,000	\$ 1,225,000
	<u>\$ 5,050,000</u>	<u>\$ 4,556,000</u>
TOTAL SHORTFALL	<u>\$ 14,516,051</u>	<u>\$ 13,897,051</u>

## Budget Solutions as of 6/23/10

Eliminate ENDS Program and All Vacant Positions	\$ 8,800,000
Increase from \$7.8 million	
• Backfill only 33 of 49 Instructional Faculty Positions	
• Do Not Backfill 2 Re-assigned Faculty	
• Reduce PT Faculty Backfill Rate from \$45,000 to \$39,200	
 Reduce Summer 2010 Class Offerings	 2,000,000
 Reduce Non-Instructional Hourly Staff	 1,000,000
 Reduce Travel and Other Discretionary Expenses	 500,000
 Redirect KOCE Payment from Retiree Benefit Liability	 500,000
 One Time Funds from College Ancillary Programs	 <u>1,000,000</u>
	 <u>\$ 13,800,000</u>

### Budget Shortfall Forecast for Future Years as of 6/23/10

	<u>2011-12</u>	<u>2012-13</u>
A) 2010-11 Budget Reduction (covered by one-time funds)	\$ 1,000,000	\$ 1,000,000
Board Election	\$ -	\$ 550,000
Estimated Mandatory Increase		
STRS (1%, 2%)	\$ 436,000	\$ 872,000
PERS (0.9%, 3%)	\$ 319,500	\$ 1,065,000
	<u>\$ 1,755,500</u>	<u>\$ 3,487,000</u>
B) To Protect Categorical Contract Employees	<u>\$ -</u>	<u>\$ -</u>
C) Negotiable Items		
Salary Increases	\$ -	\$ -
Health Benefits	\$ 1,000,000	\$ 2,000,000
Step & Column	\$ 1,225,000	\$ 2,450,000
	<u>\$ 2,225,000</u>	<u>\$ 4,450,000</u>
TOTAL SHORTFALL	<u>\$ 3,980,500</u>	<u>\$ 7,937,000</u>
CUMULATIVE SHORTFALL	<u>\$ 3,980,500</u>	<u>\$ 11,917,500</u>

#### Assumptions

- Faculty contract will expire June 30, 2011.
- CFE/Classified and CCA Contract will expire June 30, 2010.





## Future Challenges

- Permanent Loss of 108 Positions  
New Funding Required For Any New Position
- Meeting the Full Time Faculty Obligation  
State Waiver Will Sunset  
State Adjustment Will Increase Obligation
- Unknown PERS Rate Increases
- Unknown STRS Rate Increases
- Unknown H&W Cost Increases  
Increase of \$1,500 per person for 2010-11 - \$3 Million

**Budget Conference Committee Status  
Major Community College Items**

**League-Supported Action.**

	<b>Governor</b>	<b>Senate</b>	<b>Assembly</b>	<b>Conference</b>
<b>Cost-of-living adjustment</b>	-0.39%	no cut	no cut	<i>no action</i>
<b>Growth</b>	2.21%	2.21%	2.25%	<i>no action</i>
<b>Part-time Faculty Compensation</b>	-\$10,000,000	no cut	no cut	no cut**
<b>EOPS</b>	-\$10,000,000	no cut	no cut	no cut**
<b>Career Technical Education</b>	\$20,000,000	no increase***	no increase	no increase**
<b>Basic Skills Initiative Language</b>	no new language	redistribute 20% of money among districts based on basic skills success	no language	Compromise budget bill language to require study of performance-based funding model for basic skills program.
<b>Student Financial Aid Administration</b>	no new language	redistribute money based on Pell Grant (rather than BOG) awards	no language	<i>no action</i>
<b>CalWORKs</b>	make money flexible, conforming to CalWORKs elimination proposal	same as 2009-10	same as 2009-10	same as 2009-10**
<b>Economic Development</b>	same as 2009-10	same as 2009-10	+\$100,000,000*	<i>no action</i>

## COAST COMMUNITY COLLEGE DISTRICT

### International Nurses Transitional Program Net Profit Allocation Agreement

This International Nurses Transitional Program Net Profit Allocation Agreement ("Agreement") is entered into this 16th day of September 2010, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a California public educational agency (hereinafter "DISTRICT") and Advanced American Academy, a California corporation (hereinafter "AAA"). DISTRICT and AAA may be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the California Code of Regulations and Section 78021 of the California Education Code to conduct contract training services to serve community needs; *and*

WHEREAS, on July 19, 2005, AAA, formerly Advanced Academy, had previously entered into an Agreement for Development Services with the DISTRICT for the purpose of having DISTRICT design an International Nurses Transitional Program (INTP) for foreign born nurses from local and international locations incorporating success strategies in support of retention of foreign nurses in US health care facilities; *and*

WHEREAS the Parties have expressed their joint intent to further explore the implementation of the International Nurses Transitional Program, subject to existing budgetary circumstances and recruitment efforts;

*NOW THEREFORE*, DISTRICT and AAA agree as follows:

1. Term. The term of this Agreement shall be from September 16, 2010 through September 15, 2015 inclusive.
2. Termination.
  - 2.1. DISTRICT and AAA may be terminate this Agreement without cause, subject to the terminating Party providing the other Party with thirty days advance written notice of its intent to terminate this Agreement.
  - 2.2. Notwithstanding the foregoing, either Party may terminate this Agreement with five days advance written notice if any one of the following events occur:
    - 2.2.1. Either Party fails to perform the services within the time specified in this Agreement or any written extension approved by both Parties.
    - 2.2.2. Either Party fails to perform any other material covenant or condition of this Agreement.
  - 2.3. The termination of this Agreement shall not in any way impair or destroy any of the rights or remedies of either Party, or to relieve either Party of its obligations to comply with any of the provisions of this Agreement accruing prior to the date of termination.
3. Equal Sharing of Net Revenue, Acknowledgements.
  - 3.1 DISTRICT and AAA agree to equally share in the Net Revenue earned by DISTRICT arising from fee-based student enrollment or contract income in the International Nurses Transitional Program (INTP) and related English as a Second Language (ESL) training programs for Nurses and Health Care Workers.

3.2 For purposes of this Agreement, Net Revenue shall be defined as income earned from enrollment fees or training contracts in the performance of delivering the INTP or related ESL training programs for Nurses and Health Care Workers, excluding all actual and associated costs for the delivery of these programs. Associated costs include instruction and materials in the delivery of the program.

3.3 The Parties agree that it is equitable for the Parties to equally share in the Net Revenues arising from the further implementation of the International Nurses Transitional Program (INTP) or related ESL for Nurses programs during the term of this Agreement.

3.4 The Parties agree that each have fulfilled their respective obligations arising under their previous Agreement for Development Services, dated July 19, 2005. AAA acknowledges that the DISTRICT has designed curriculum and services in support of an International Nurses English Language Program. DISTRICT acknowledges that AAA, formerly known as Advanced Academy, has paid to DISTRICT the sum of one-hundred thousand dollars (\$100,000) for these development and consultation services.

4. Parties Responsibilities under This Agreement.

4.1 AAA shall provide DISTRICT and prospective INTP students with following services during the term of this Agreement:

- 4.1.1. Assistance and expertise in assisting INTP students with student visa administration.
- 4.1.2 Marketing efforts in support of INTP program growth and development.
- 4.1.3 Establish and maintain industry contacts in INTP program countries that can provide targeted recruiting on behalf of DISTRICT for the benefit of the INTP program.

4.2 DISTRICT, subject to funding and student enrollment, shall provide the following services during the term of this Agreement:

- 4.2.1 Commence program INTP program feasibility review
- 4.2.2 Revise the INTP program to encompass a training program, consisting of the following components:
  - 4.2.2.1 Classroom, online, and assimilated experience.
  - 4.2.2.2 Training specific to US health care policies, process and procedures.
  - 4.2.2.3 Vocational English language skills assessment and training
  - 4.2.2.4 Acculturation and socialization training with emphasis on the U.S. workforce environment.
  - 4.2.2.5 Accent reduction training to improve English language proficiency and oral communication between nurse and doctor, patient, family, and others.
  - 4.2.2.7 Pre-assessment and Post-assessment

- 4.2.2.8 Serve as primary coordinator for the nursing and ESL language programs supporting INTP program.
- 4.2.2.9 Contingent upon funding availability, identify and hire instructional program coordinator and program manager.
- 4.2.2.10 Identify potential health agency partners.
- 4.2.2.11 Develop admission and assessment standards and a pre-training program to assist students with qualification for admission into the program.
- 4.2.2.12 Design registration support services.
- 4.2.2.13 Provide administrative support services.
- 4.2.2.14 Identify classroom facilities.
- 4.2.2.15 Work with AAA to develop a marketing plan to draw students from both local and international markets.
- 4.2.2.16 Maintain sole and direct control of program and fiscal administration, curriculum, delivery, schedule and instruction.

5. Ownership of Materials.

DISTRICT and AAA agree that the DISTRICT shall exclusively own and hold any and all rights in, and flowing from the INTP including, but not limited to, any and all copyrights, trademarks, and trade names throughout the world in perpetuity.

6. Administrative Contacts.

DISTRICT and AAA shall liaise with each other in the performance of this Agreement. The administrative contact for the DISTRICT will be Joycelyn Groot, Dean, Military and Contract Education Programs, (714) 241-6161; fax (714) 241-6270. The administrative contact for AAA will be Anita Tu, (949) 468-726.

7. Representations and Warranties.

7.1. DISTRICT hereby warrants and represents to AAA the following:

- 7.1.0. DISTRICT is an entity created and existing under the California Education Code and is authorized by Sections 55170 of Title 5 of the California Code of Regulations, and Section 78021 of the California Education Code to conduct instruction and counseling services to serve community needs;
- 7.1.1. The Coast Community College District's Colleges are fully accredited by the Western Association of Schools and Colleges;
- 7.1.2. Entering into this Agreement is subject to approval of the DISTRICT's governing Board of Trustees of DISTRICT. Upon approval by the board, this Agreement constitutes a valid and binding obligation of DISTRICT, enforceable against DISTRICT in accordance with its terms;
- 7.1.3. DISTRICT has full authority to enter into this Agreement; and

7.1.4. Nothing contained in this Agreement is contrary to the laws of the State of California.

7.2. AAA hereby warrants the following to DISTRICT the following:

7.2.0. AAA is a corporation duly formed and validly existing under the laws of the State of California;

7.2.1. The entering into of this Agreement by AAA has been authorized, and this Agreement constitutes a valid and binding obligation of AAA, enforceable against AAA in accordance with its terms;

7.2.2. AAA has full authority to enter into this Agreement.

7.2.3. AAA has the ability to perform its obligations under this Agreement.

7.3. In the event that any of the above representations and warranties shall be breached or shall be untrue in any material respect, the Party making the representation and/or warranty which is breached or untrue shall hold the other Party harmless from any claims, costs and/or expenses arising therefrom.

8. General Provisions.

8.1. This Agreement may not be assigned by DISTRICT without the prior written consent of AAA, which consent shall not be unreasonably withheld. This Agreement shall not be assigned by AAA without the prior written consent of DISTRICT, which consent shall not be unreasonably withheld. Subject to the limitations contained in the first two sentences of this section, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

8.2. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which when taken together shall be considered one Agreement.

8.3. If any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which remainder shall remain unaffected.

8.4. This Agreement constitutes the entire Agreement between the Parties who have executed it and supersedes any and all other Agreements, understandings, negotiations or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement acknowledge that no representations, inducements, promises, Agreements or warranties, oral or otherwise, have been made by or to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representations, inducements, promises, Agreements or warranties.

8.5. Any amendment or modification of this Agreement to be effective must be in writing, signed by both Parties, and approved by their respective governing boards prior to such amendments or modifications taking legal effect.

8.6. The waiver by either Party with respect to any breach of any term, covenant or condition herein contained shall not constitute a waiver as to any such breach that may occur in the future. The Parties shall be deemed to have waived any breach by the other Party hereunder only if that Party executes a specific written waiver with respect to such breach.

- 8.7. AAA, to the extent permitted by law, shall defend, indemnify, and hold DISTRICT, its governing board, trustees, officers, employees, instructors, agents, representatives, and students free and harmless from and against all claims, liability, loss and expense, including reasonable attorney's fees, and court costs, which may arise because of the breach, negligence, misconduct or other fault of AAA in the performance of its obligations under this Agreement.
- 8.8. DISTRICT to the extent permitted by law, shall defend, indemnify, and hold AAA and its representative trustees, officers, and employees free and harmless from and against all claims, liability, loss and expense, including reasonable attorney's fees, and court costs, which may arise because of the breach, negligence, misconduct or other fault of DISTRICT in the performance of its obligations under this Agreement.
- 8.9. AAA's sole remedy in the event it claims a breach by DISTRICT of the Agreement or claims any theory of liability relating to the subject matter of this Agreement is to recover any money it can establish that was due AAA under the terms of this Agreement.
- 8.10. In the event that DISTRICT shall be made Party to any litigation instituted by AAA, or by any third Party against AAA, arising out of or resulting from any action or transaction of AAA or any other Party, AAA, to the greatest extent permitted by law, shall defend, indemnify and hold DISTRICT and its Board's respective trustees, officers, employees, instructors, agents, and representatives free and harmless from, and against all claims, liability, loss, and expense including reasonable attorneys' fees, and court costs, which may arise because of the negligence, misconduct or other actions of AAA arising out of, or related to its performance of its obligations under this Agreement.

9. Dispute Resolution.

- 9.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.
- 9.2 In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the Parties agree that as a condition precedent to, and before filing any legal action, including any demand for arbitration, the Parties shall submit the dispute to nonbinding mediation by a mediator mutually selected by the Parties. If the Parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining Party must contact JAMS or Judicate West to schedule the conference. The Parties may agree on a mediator from the JAMS or Judicate West panel. If they are unable to agree JAMS or Judicate West will provide a list of three available mediators and each Party may strike one. The remaining mediator will serve as the mediator at the mediation conference. Neither Party may initiate legal action until mediation is completed. Each Party shall pay one-half of the costs of such mediation. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

10. Non-Discrimination. The Parties agree not to unlawfully discriminate in the selection, placement or evaluation of any student because of race, creed, national origin, religion, sex, sexual preference, marital status, age, handicap or medical condition.

11. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other Party as follows:

To DISTRICT: Joycelyn Groot  
Coastline Community College  
11460 Warner Avenue  
Fountain Valley, CA 92708

With a copy to: Coast Community College District  
Attn: Vice Chancellor, Administrative Services  
1370 Adams Avenue  
Costa Mesa, CA 92626

To AAA: Attn: Anita Tu  
18413 Maria Place  
Cerritos, CA 90703

Any such notice is personally served or delivered by courier shall be effective when received. All notices sent by Certified Mail shall be effective 48 hours after deposited in the mail. Each Party shall make a reasonable good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth.

The Parties hereto agree to the foregoing terms, as evidenced by their respective duly authorized signatures set forth below.

COAST COMMUNITY COLLEGE DISTRICT  
a California Public Educational Agency

ADVANCED AMERICAN ACADEMY (AAA)  
a California Corporation

By: \_\_\_\_\_  
Jerry Patterson  
President, Board of Trustees

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anita Tu  
Principal

Date: \_\_\_\_\_



**SANTA CLARITA COMMUNITY COLLEGE DISTRICT**  
**Application and Agreement**  
**Distance Education Captioning and Transcription Grant Funding**

**PROJECT #**

THIS BOX TO BE COMPLETED  
BY SANTA CLARITA CCD

**1. DISTRICT INFORMATION ("Applicant District")**

District Name	Coast Community College District
College Name	Coastline Community College
Street Address	11460 Warner Ave.
City	Fountain Valley, CA, 92708
State, Zip	

**2. APPLICANT DISTRICT CONTACT INFORMATION**

<b>Primary</b>			
Contact Name	Kevin Donahue		
Title	Staff Assistant		
Email Address	kdonahue@coastline.edu		
Telephone	(714) 241-6215	FAX #	(714) 241-6287
<b>Secondary</b>			
Contact Name	DSP&S DIRECTOR OR DISTANCE EDUCATION COORDINATOR Vince Rodriguez		
Title	Dean, Distance Learning		
Email Address	vrodriguez@coastline.edu		
Telephone	(714) 241-6211	FAX #	(714) 241-6287

**3. COURSE INFORMATION FOR CLASS(ES)** for which captioned content is to be provided (if more than one course, provide the following information on the "Additional Project Courses" sheet, available on the website, and attach. NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title	Psychology 170	Term:	Semester & Year	Fall 2010
Section Number	81135 & 81202	APPORTIONMENT ELIGIBLE?	Anticipated Enrollment	90
Delivery Mode	CHECK ONE BOX: <input checked="" type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):			
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input checked="" type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):			
<b>Total Minutes to be Captioned</b>				345

**4. AMOUNT REQUESTED FOR THIS PROJECT & PAYMENT METHOD**

Amount for Real Time Synchronous Captioning	\$	Total Amount of Funding Requested	\$396.75
Amount for Off-Line Asynchronous Captioning	\$396.75		
Amount for Transcription	\$		
Payment Method (check one box)	<input checked="" type="checkbox"/> A Applicant District Pays Vendor And is Reimbursed by Santa Clarita CCD <input type="checkbox"/> B Santa Clarita CCD Pays Vendor Directly. (This option available only when using FCCC listed vendor.)		

**5. VENDOR INFORMATION** Attach copy of vendor quote when submitting this document for approval (one quote per Project #; a quote may have one or more jobs). Ask vendor to reference "DECT" on the quote. NOTE: Payment Method B is only available for captioning services' vendors on the Foundation for California Community Colleges (FCCC) list. Is this vendor on the FCCC list? ☒ Yes ☐ No

Vendor Name	AST - Automatic Sync Technologies
-------------	-----------------------------------

## 6. APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES

- a. **Approval of Funding Request** – Applicant District must submit the completed and signed Application and Agreement Request form with a copy of the vendor's quote. Upon Applicant District's receipt of approved Application and Agreement Request, Applicant District will work with vendor to complete this Project and resolve any discrepancies.
- b. **Submit Reimbursement/Payment Process** – Applicant District shall complete a "Request for Reimbursement/Payment" ("Request") form, available on the website, and submit the signed Request with the documents required for the method of payment selected. Payment and reimbursements will not be made more often than monthly.
- 1) **Payment Method A** – Applicant District pays vendor and is reimbursed by Santa Clarita CCD. This method is required when using a non-FCCC listed vendor. The following documents are required to accompany this Request:
- a) A copy of the vendor's invoice with Applicant District's approval.
- b) A copy of the Purchase Order and/or contract, when applicable, issued to Vendor.
- c) A copy of the Applicant District's payment check to Vendor.
- 2) **Payment Method B** – Santa Clarita CCD pays vendor directly. This option is available only when using FCCC listed vendor. Note: Santa Clarita CCD will forward a copy of vendor invoice for Applicant District's use to prepare Request form. Applicant District must initial on the invoice by each charge satisfactorily completed and return with Request.
- c. **Term** – Grant funding for the DECT program is for the period July 1 through June 30 each fiscal year of the Grant and any approved DECT funds remaining unspent by June 30 each year will not be available to the Applicant District unless the Grant funding is extended by the Chancellor's Office. Requests must be submitted in the fiscal year in which the expense is incurred and Requests must be submitted before June 30 or payment/reimbursement cannot be processed.
- d. **End-of-Term Report** – Applicant District agrees to complete and submit this form to Santa Clarita CCD, showing the numbers of students enrolled in each class at the start of the term and at the end of the term, student retention rates and success rates within six (6) weeks after end of term.
- e. **Document Retention** – In accordance with State requirements regarding the use of grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by Santa Clarita CCD, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the grant.
- f. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the Project after Santa Clarita CCD has approved the Application without written authorization by Santa Clarita CCD. Unauthorized changes cannot be reimbursed by or paid by Santa Clarita CCD.
- g. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's policies and procedures and, further, certifies that Project as submitted is allowable within the terms of the Grant as described on the website: [www.canyons.edu/captioning](http://www.canyons.edu/captioning).

Send the completed and approved form with required documentation via:  
Fax: 661.362.3697 or Email: [captioning@canyons.edu](mailto:captioning@canyons.edu)

### APPLICANT DISTRICT BOARD-AUTHORIZED APPROVER

BY: \_\_\_\_\_

Signature of Authorized Representative

Print  
Name

Print  
Title

Date

### APPLICANT DISTRICT - PRIMARY CONTACT

BY: \_\_\_\_\_

Signature of Primary Contact

### APPLICANT DISTRICT- SECONDARY CONTACT

BY: \_\_\_\_\_

Signature of Secondary Contact

DSP&S DIRECTOR OR DISTANCE EDUCATION COORDINATOR

### SANTA CLARITA CCD DISTANCE EDUCATION ONLY:

By approving this Application, signer acknowledges that (s)he has verified that all requested documentation has been received and is in compliance with terms of the Grant.

Application Approved By: \_\_\_\_\_

DECT Project Director Signature

Date

### SANTA CLARITA COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_

Signature of Authorized Representative

Print

Name MITJL CAPET

Print

Title ASST SUPERINTENDENT-VP INSTRUCTION

Date

## ADDITIONAL PROJECT COURSES

PROJECT #

**COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided.** NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year	
Section Number	APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):		
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):		
			<b>Total Minutes to be Captioned</b>

**COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided.** NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year	
Section Number	APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):		
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):		
			<b>Total Minutes to be Captioned</b>

**COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided.** NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year	
Section Number	APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):		
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):		
			<b>Total Minutes to be Captioned</b>

**COURSE INFORMATION FOR CLASS(ES) for which captioned content is to be provided.** NOTE: Applicant District is solely responsible for securing any and all required written releases and written permissions when such are required.

Course Title		Term: Semester & Year	
Section Number	APPORTIONMENT ELIGIBLE? <input type="checkbox"/> Yes – If "NO", Project is not eligible	Anticipated Enrollment	
Delivery Mode	CHECK ONE BOX: <input type="checkbox"/> Online <input type="checkbox"/> Hybrid <input type="checkbox"/> Telecourse <input type="checkbox"/> Interactive Video <input type="checkbox"/> Other (specify):		
Type of Media	CHECK ONE BOX: <input type="checkbox"/> Audio <input type="checkbox"/> Video <input type="checkbox"/> PowerPoint Slides <input type="checkbox"/> Animation <input type="checkbox"/> Other (specify):		
			<b>Total Minutes to be Captioned</b>

**NOTE: Applicant District may duplicate this form to include courses/sections, by Project #.**





## WIA COST REIMBURSEMENT AGREEMENT

County of Orange

**FUNDING SOURCES:** 100% FEDERAL

**AGREEMENT #:** 16-V4-11

**CFDA #(s):** 17.258 WIA Adult Programs

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following eleven (11) exhibits: A. General Program Requirements; B. Statement of Work; C. Performance Standard and Matrix; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

**Attachment 4**

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## **SIGNATURES**

## **EXHIBITS**

- A. General Program Requirements
- B. Statement of Work
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- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
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- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements
- K. OC Community Resources Contract Reimbursement Policy

**WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

**WHEREAS**, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

**WHEREAS**, COUNTY, by Minute Order dated, July 27, 2010 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed Two Hundred Twenty-Two Thousand dollars (\$222,000) to engage CONTRACTOR to carry out certain program services; and

**WHEREAS**, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

**WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **PURPOSE**

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job

matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

**2. TERM**

The effective term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2012 subject to the provisions of Sections 4, 10 and 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 4 herein.

**3. STATEMENT OF WORK**

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

**4. TERMINATION**

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

**5. SERVICES**

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 44 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 9 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

**6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

**7. BUDGET SCHEDULE**

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

**8. MODIFICATION OF BUDGET SCHEDULE**

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

**9. PAYMENTS BY COUNTY**

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2012, and that any and all funds remaining as of June 30, 2012, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2012. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2012.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's

actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Two Hundred Twenty-Two Thousand dollars (\$222,000).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2010, and **must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K**. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation has been received and approved by COUNTY.

#### 10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

#### 11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

## **12. INSTRUCTORS**

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

**13. PERFORMANCE STANDARDS**

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

**14. PLANS AND PROCEDURES**

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

**15. SATISFACTORY WORK**

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

**16. REPORTS**

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.



**17. NO SUPPLANTATION**

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

**18. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

**19. EMPLOYEE ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall

indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**20. ASSIGNMENT**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

**21. SUBCONTRACTS**

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

## 22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and
- (3) State implementing legislation.

## 23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

#### **24. PELL GRANTS/HEA TITLE IV**

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT

ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

**25. ANNUAL AUDIT**

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

**26. ACCESS AND RECORDS**

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

## 27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

## 28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 45 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

- (i) The request does not increase or decrease the total amount of the funds allocated for the individual programs affected by 10% from the amount specified in Exhibit "D" of this Agreement, when it was originally executed;
- (ii) It does not materially change other terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

## 29. PARTICIPANTS

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

### (d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder



(California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

### **30. CONFIDENTIALITY**

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to

COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

### **31. EQUIPMENT**

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

### **32. MUTUAL INDEMNIFICATION**

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

### **33. INSURANCE**

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or

deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in

accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

#### **34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The

COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

### 35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible



proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms

of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

(c) Retained Rights/License Rights.

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty

four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

(f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities

may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without

limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**36. CORPORATE STATUS**

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

**37. STANDARDS OF CONDUCT**

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be

exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

### 38. SWEATFREE CODE OF CONDUCT

All CONTRACTORs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.



**39. DRUG FREE WORKPLACE**

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

**40. DEBARMENT**

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

**41. SECTARIAN ACTIVITIES**

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

**42. LITERATURE**

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

**43. LOBBYING**

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report

Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

#### **44. BREACH - SANCTIONS**

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

#### **45. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY

Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

**46. TOTAL AGREEMENT**

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**47. CHILD SUPPORT ENFORCEMENT**

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

**48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

**49. NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY:                      OC Community Resources  
                                    OC Community Services / Community Investment Division  
                                    1300 South Grand Avenue  
                                    Building "B"  
                                    Santa Ana, California 92705

CONTRACTOR: Coast Community College District  
1307 Adams Avenue  
Costa Mesa, California 92626

**50. GOVERNING LAW AND VENUE**

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

**51. WAIVER**

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

**52. PUBLICITY**

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

**53. CALENDAR DAYS**

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political  
Subdivision of the State of California"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Franks  
Director, OC Community Resources

CONTRACTOR\*

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Patterson  
Board President, Coast Community College District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

## GENERAL PROGRAM REQUIREMENTS

Contractor: Coast Community College District

### 1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
  - 1. Workforce Investment Act
    - a. Workforce Investment Act of 1998
    - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
    - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
    - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

## 2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

## 3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

**Statement of Work**  
**Veteran's Employment-Related Assistance Program (VEAP)**  
**Coast Community College District**

**I. COORDINATION**

- A. Service Delivery:** To comply with the requirements of this Agreement, Coast Community College District (CONTRACTOR) must effectively and efficiently deliver various workforce development services to recently separated Veterans that have been discharged from the armed forces within the last four years as well as other Veterans target groups enumerated in the Veterans' Employment-Related Assistance Program (VEAP), Subgrant Agreement No. K074158 with the California Employment Development Department awarded to the Orange County-Pacific Gateway Regional Veterans Services Collaborative (Collaborative) as administered by the Orange County Workforce Investment Board. In order to accomplish this, CONTRACTOR shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes. The CONTRACTOR shall provide outreach, recruitment, assessment, case management, job placement and follow-up services to ensure the long-term success of the Veterans served in this program.

Many Veterans experience difficulties in obtaining employment at a sustainable wage. They often have to take jobs in which they are underemployed and that have a minimal prospect for career advancement. Part of this is due to the inability of Veterans to identify the transferable skills they learned through their recent experience in the military in a way that prospective employers would understand. Another contributing factor is the fact that Veterans often have little to no experience in knowing how to find a job in the business sector. Since they have been employed by the military for a number of years, they often do not have any type of resume nor do they know how to create one. Services are needed to help Veterans "translate" their military skills into business language, learn job seeking skills, practice interviewing skills and adjust their verbal and written communication skills to the private sector.

The Collaborative will offer the VEAP program at all available One-Stop locations within their respective jurisdictions. The Collaborative's goal is to train all eligible Veterans in high-demand occupations within four high-growth subsegments, primarily in the emerging clean energy industry such as energy generation, energy efficiency, green transportation, and water/wastewater. Other high-growth industry sectors targeted by the Collaborative include cyber security and goods movement. Apprenticeships and On the Job Training will also be an option for participating Veterans.

As part of the VEAP, CONTRACTOR will recruit, conduct an assessment, develop an Individual Employment Plan (IEP), and enroll all participants in training programs that lead to an industry-recognized certificate or degree. CONTRACTOR will assess and provide client's Supportive Services needs and refer clients to Collaborative partner services that include mental health assistance and evaluation, assessment of available Veterans benefits, housing, clothing, and unemployment benefits and assistance. After training, CONTRACTOR will assist individuals in obtaining employment in partnership with Business Services, employers, and Collaborative partners.

- B. WIA is not an Entitlement Program:** Selection for a customer's participation in the VEAP is a decision that is based on an assessment of the Veteran's needs, interests, abilities,



motivation, and their prospects for successfully completing the program, available funding levels and the local priority of service policy.

## II. SERVICE GUIDELINES

- A. Target Population:** The purpose of this Agreement is to provide employment and training related services to Veterans as specified above.

It is anticipated that Veterans entering this program will vary in age, ethnic diversity, education and occupational skills. Previous occupations held by these Veterans will range from unemployed to fast food worker to doctors and lawyers. Many recently separated Veterans will be looking for employment either because they had to close their small business to serve their country, quit their job before deploying for Iraq or Afghanistan, or are returning to their old jobs with a new set of skills and a different career focus from their military experiences.

It is anticipated that Veterans entering this program will have a variety of barriers to employment. This might include unfamiliarity with the job seeking system, physical health issues, adverse criminal justice system involvement and/or homelessness that prevent them from successfully obtaining productive employment. Many Veterans may also have alcohol and substance abuse issues that need to be addressed prior to employment. Likewise, the Veteran may have behavioral issues such as anger, depression, anxiety, low self esteem, and post traumatic stress disorder (PTSD).

- B. Collaborative Partner Services:** CONTRACTOR shall facilitate working relationships and manage collaborative partnerships with other agencies, including Pacific Gateway Workforce Investment Network, which will enhance the delivery of services to Veterans. Partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. These needed services shall be provided by Community Based Organizations, Faith Based Organizations, and Governmental Agencies located throughout Orange County. CONTRACTOR shall rely upon the active collaboration of these public and non-profit organizations to augment the training and educational components that will provide the foundation for re-entry into the workforce.
- C. Continuous Quality Improvement:** The VEAP's goal is to strive for continuous improvement in all aspects of service delivery, thereby having a positive effect on System performance. Improvement will be facilitated by the CONTRACTOR through a constant review of policies and procedures, increased sensitivity to the needs of customers, improvement in the level of knowledge of partner services, identification and fulfillment of training needs and through the implementation of best practices.

## III. SERVICES

- A. Services Provided to Veterans:** CONTRACTOR shall provide the services described to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines. Specialized workforce development services shall be designed to meet the unique needs of the recently-separated and/or other Veteran populations. All Veterans enrolled in VEAP will receive training that will lead to industry-recognized certificate or degree. CONTRACTOR shall assume responsibility for and meet

established benchmarks and performance outcomes as outlined in Exhibit C of this Agreement. Services are broken down into three basic categories:

**1. Recruitment and Enrollment:**

- a. CONTRACTOR shall offer employment and training services at One-Stop Centers at all One-Stop locations, primarily serving Veterans at the Los Alamitos Joint Forces Training Base (JFTB).
- b. CONTRACTOR shall be physically located at the Veterans Service Center, Joint Forces Training Base (JFTB) at Los Alamitos. (Waived, pending environmental review.)
- c. CONTRACTOR shall conduct and participate in ongoing meetings with JFTB personnel to ensure the smooth operation of the Center. CONTRACTOR shall cultivate feedback from on-base personnel to ensure the Center is meeting the needs of both the recently-separated and other Veterans as well as the needs of the JFTB. Service strategy shall be modified, as necessary and appropriate, with the consent of the OCWIB.
- d. In coordination with Base Command, CONTRACTOR shall staff the Veterans Service Center (waived, pending environmental review). The Center shall be open during regular business hours, Monday to Friday, 8-5, allowing Veterans access to employment and training related services. Staff shall also be available during the National Guard Reservist weekends. Staff shall adjust work schedule and not exceed regular full-time hours to accommodate coverage.
- e. CONTRACTOR shall conduct individual and group informational orientation sessions to Veterans at the JFTB and through the One-Stop. Orientations shall be made available at JFTB and shall identify services available on-site and through the One-Stop System.
- f. CONTRACTOR shall share information with personnel from other agencies that are co-located on the JFTB.
- g. CONTRACTOR shall provide orientation on industry specific occupations and provide Labor Market Information and career path information on emerging occupations.
- h. CONTRACTOR, along with collaborative partners, including PGWIN, local Veterans employment representatives and OCWIB Business Services, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment, and outreach efforts.
- i. CONTRACTOR, along with collaborative partners, including PGWIN, and local Veterans employment representatives, and OCWIB Business Services, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment, and outreach efforts.
- j. CONTRACTOR, along with collaborative partners, shall develop material to promote the VEAP with local employers and businesses to generate additional support in hiring Veterans in conjunction with Business Services' staff at the One-Stop Centers.
- k. CONTRACTOR shall provide brochures to Base personnel and EDD Veterans Services staff to be used in informational packets and mailings to recently-

separated and other Veterans. CONTRACTOR shall coordinate efforts with EDD Cal Vets Welcome Home campaign.

- I. CONTRACTOR shall insure that all outreach and recruitment materials are approved by the OCWIB prior to publication. Refer to State Directives 07-06, 03-12, Informational Notice 04-OCWDA-04 and any subsequent updates and/or revisions for specific information regarding printed materials.
- m. CONTRACTOR, in collaboration with Pacific Gateway, shall participate in a minimum of two Veterans' Job Fairs, and share information about all Job Fairs with partners during the term of the project. CONTRACTOR shall effectively maximize the press opportunities offered around Veteran's Day in November. CONTRACTOR shall provide information about services available, assistance with job search activities and details concerning other federal, state and local social services to which the participating Veterans may be entitled.
- n. CONTRACTOR shall target homeless shelters and transitional living sites to provide program information. CONTRACTOR shall conduct outreach to the Veterans Administration, AMVETS other Veteran's community groups, as well as the County of Orange Veterans Services Office.
- o. Initial Assessment: CONTRACTOR shall conduct a job skills Assessment of the prospective client. The Assessment shall match military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The depth of the Assessment may vary depending on the needs, and the nature of personal and employment barriers of the Veteran.

## 2. Work Readiness:

- a. Individualized Employment Plan (IEP): Following completion of the Initial Assessment, Case Manager and Veteran, shall develop an IEP. The IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.

As the needs of the Veteran change, the IEP shall be modified to reflect these changes. Since the approach to case management is to provide individualized attention, the Veteran's changing needs shall be identified quickly. A revised action plan shall be developed along with detailed progress notes indicating how those needs are being met. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.

- b. Comprehensive Case Management: The CONTRACTOR shall provide case management services to all Veterans enrolled through the VEAP. Case management is considered a key component of service delivery and critical to the ultimate success of the Veteran. Case management is necessary to ensure that all of the needs of the Veteran are met and that information is collected and reported.

If a Veteran is enrolled in more than one funding stream, differentiated service provided for each program shall be documented and justified. All co-enrollment

must be in concurrence with the OCWIB's Co-Enrollment Policy as referenced in Informational Notice 08-OCWDA-24. Veterans who are currently enrolled through Agreement 16-2V-09, upon termination of said Agreement, shall not automatically be enrolled in VEAP. Veterans shall receive services within the timelines of each specific grant.

As part of their responsibilities Case Managers shall:

- i. Contact Veterans at least one time per month and provide a substantial service in accordance with TEGL 17-05. Services provided shall be documented in the case notes;
  - ii. Track the Veteran's progress, assist with identifying and overcoming any barriers, provide career and motivational counseling, act as an advocate on behalf of the Veteran and make other referrals for services and other resources that are identified in the IEP. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals and provide specific guidance in transferable skills for all clients transitioning between industry clusters;
  - iii. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
  - iv. Provide intensive case management (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - v. Ensure that a resume has been developed for every enrolled participant. In collaboration with every enrolled participant, Case Manager shall complete a resume within three weeks following the development of the IEP;
  - vi. Assist the Veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers;
  - vii. Monitor all program offerings and ultimately performance outcomes. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
  - viii. Provide access to specialized job readiness workshops such as: Resume Creation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette;
  - ix. Provide access to electronic job search tools, self-help references and labor market information. Disseminate specific information for upcoming events, job fairs, etc. that will be used to direct Veterans into high wage, high growth careers relevant to their surrounding job market so that training dollars are used in most effective manner;
  - x. Work collaboratively with Job Developers and Business Services staff by providing resumes for all enrolled participants and to assist participants in job placement and retention.
- c. Supportive Services Coordination: CONTRACTOR shall identify and provide supportive services and/or referrals as appropriate. Supportive services shall

include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive Services shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. Veterans needing supportive services shall be referred to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.

- d. Training: All Veterans enrolled in VEAP shall receive training in an industry-certified program. CONTRACTOR shall train in high-demand occupations within four high-growth subsegments of the emerging clean industry: energy generation, energy efficiency, green transportation and water/wastewater. CONTRACTOR shall be responsible for referring each Veteran to the most appropriate training activity for the individual as determined from the assessment and the documented statements in the IEP. Various options for training shall be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.

The categories below list the training services that may be made available to individuals showing an assessed need:

- i. Occupational Skills Training is offered through Individualized Training Accounts (ITA). ITAs permit a wide range of choices to Veterans and are locally monitored to offer training in only demand occupations.

An ITA shall be issued only after being approved by the County. The OCWIB has established a cap of \$6,500 for all ITAs. The approved training vendor may provide only the specified training outlined on the training approval, which is to pay the costs of tuition, books and other required training materials. This training may include Technical Based Training (ie. Distance Learning). The training vendor is responsible for providing this training and ensuring that the Veteran develops the needed competencies to be employed in the specific field. All other needs of the Veteran shall be met through the Case Manager. It is critical that the Veteran receives any counseling, supportive services or other assistance they might need in order to have successful completion of training, followed by successful placement into unsubsidized employment. CONTRACTOR shall monitor Veterans' attendance and progress in all training activities.

- ii. CONTRACTOR may also provide, either in-house, or through referral, classroom training, remedial education, adult education, ROP, literacy and and bilingual training.
- iii. CONTRACTOR shall seek other non-WIA funded training, whenever possible, and shall use these sources to offset WIA funds.

### **3. Employment and Follow-up:**

- a. CONTRACTOR shall work with Veterans to ensure their resume is updated with information about recently-acquired training and employment experience and is available in the case files. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and sent electronically to Business Services and OJT Providers.

- b. CONTRACTOR shall work with Veterans to prepare them to interview successfully and to follow-up with the Veteran after the interview to provide feedback on how to strengthen verbal responses to interview questions.
- c. CONTRACTOR shall provide job development services to assist Veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the community. CONTRACTOR shall work with area businesses to identify employment opportunities in particular companies that target the recruitment of Veterans. Additionally, CONTRACTOR shall encourage and support the hiring of Veterans in the industry clusters identified as high-growth and high-demand.
- d. After job placement, CONTRACTOR shall assist the Veteran and their respective employers with job retention. CONTRACTOR shall provide follow-up activities, as needed, and document all services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited Veterans have overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency.
- e. During the retention period, CONTRACTOR shall ensure that the Veteran remains employed and if they lose their job during this time, shall immediately work with the Veteran so they can secure new employment. CONTRACTOR shall provide one-on-one counseling during follow-up contacts that focus on identifying and eliminating any barriers that may be preventing the Veteran from successfully retaining a job. Veterans shall be encouraged to attend workshops related to skill enhancement, job retention, and fostering and attaining self-sufficiency.

**4. Coordination with Business Services Provider :**

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. Rapid Response CONTRACTOR shall assist and/or participate with Business Services Provider's Rapid Response activities. Assistance may include workshop sign-up and eligibility determination for WIA services. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. Job Listings and Referrals shall be provided by the Business Services Provider. CONTRACTOR shall provide, in coordination with the Employment Development Department (EDD) and other partner staff, any job leads to be processed through the Business Services Provider. CONTRACTOR shall ensure that the same job leads are available to all customers throughout the system. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. Client Job Match shall be a coordinated effort between CONTRACTOR and Business Services Provider. CONTRACTOR shall develop a consistent pool of eligible job-ready clients that match available open employment positions from local businesses. CONTRACTOR shall provide an electronic resume (.doc

format) to the Business Service Provider. Access may also be provided through .ftp. CONTRACTOR shall be responsible for connecting with and following up with the Business Services Provider for participant's placement services. The Business Services Provider shall be responsible for marketing participants in need of employment to the businesses as a service to the business. Participants shall be informed that, during their job search, their resumes will be distributed to specific employment opportunities that match client's experience, skills and qualifications.

- d. Job Fairs and Hiring Events shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for space coordination for events held at the One-Stop Centers.
- e. Referral to On-the-Job Training (OJT) with an employer in the public, private non-profit or private-for-profit sector. This occupational training is available to enrolled Veterans. Business Services Provider shall reimburse employer for services under the OJT contract directly from their program budget. OJTs shall be administered in accordance with OCWIB Policy 09-OCWDA-37.

#### IV. SERVICE STANDARDS

A. **Caseloads:** CONTRACTOR shall provide .90 FTE Workforce Specialists who shall be dedicated to Veterans enrolled in VEAP. Workforce Specialists shall have expertise in working with the Veteran population.

B. **Hours of Operation and Schedules:**

- 1) Operational Hours: One-Stop Center(s) and the Veterans Service Center at the JFTB shall be open from 8:00 AM to 5:00 PM, Monday through Friday. In coordination with Base Command, CONTRACTOR shall also staff the Veterans Service Center during the National Guard reservist weekends. Additional hours may be imposed as necessary to fulfill contract performance. (On-Base staffing requirement is temporarily waived pending environmental review.)
- 2) Holiday Schedules: Centers shall be closed for the following holidays during the two-year term of this Agreement. CONTRACTOR shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following holidays:
  - Independence Day
  - Labor Day
  - Columbus Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve/Day
  - New Year's Eve/Day
  - Martin Luther King Jr. Day
  - President's Day

- Memorial Day

**B. Website and Website Tools**

Website: CONTRACTOR shall allow customer's access to information about services and programs about the VEAP. CONTRACTOR will ensure information is accurate and up to date. All virtual resources and tools, as well as design and layout changes regarding VEAP, shall be approved by the OCWIB prior to launch.

**C. Communication and Distributed Material**

1. Outreach and recruitment materials shall be approved by the OCWIB prior to publication.
2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing materials shall be submitted to the OCWIB Administrative office for approval, prior to use.
4. Notice and Communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 07-06]
5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific tagline:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD07-6, 08-OCWDA-16

CONTRACTOR shall include the following tagline on all flyers, notices and other communication promoting, advertising and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]



**D. File Maintenance and Documentation:**

A case file shall be maintained for every enrolled participant. At a minimum, the case file shall include information and documentation of the following:

- Program eligibility/determination of need;
- All source documents needed for validation (as referenced in State Directive WSDD-38, Information Notices WSIN 09-54 and WSIN 09-40, DOL TEN 8-09 and OCWIB Policy 09-OCWDA-38.
- All MIS/JTA forms
- Initial and/or Comprehensive Assessments, as applicable;
- IEP, including all updates of services provided and completed;
- Completed resume within three weeks of IEP;
- Approved ITA voucher
- Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
- Case management notes showing provision of substantial services.

**E. Confidentiality:** CONTRACTOR shall agree to the following:

1. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. The sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; case management notes; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
2. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to VEAP applicants, participants, or customers.
3. CONTRACTOR shall abide by the current confidentiality provisions of respective statutes and only share information necessary for the administration of programs operated through the One-Stop System.

**F. Collaborative Partner Relations:** In order to ensure effective and efficient service delivery by all partnering agencies under the VEAP, all associated staff shall meet on a quarterly basis during the first year of the project and twice per year thereafter to discuss project operations, share information and best practices, review outcomes and discuss methods for improving service delivery to the Veteran population in Southern California.

## V. PERFORMANCE

- A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided. CONTRACTOR shall agree to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams received in the operation and administration of the VEAP.

CONTRACTOR performance shall be evaluated on a quarterly basis and is expected to meet or exceed the measures outlined in Exhibit C.

1. Performance on new participant enrollments shall be assessed by comparing the CONTRACTOR's planned versus actual year to date cumulative new numbers.
2. Performance on required follow-up shall be measured on a quarterly basis.
3. Performance on the mandated measures shall be evaluated quarterly.

- B. Internal Monitoring:** CONTRACTOR shall be responsible for on-going internal monitoring of the VEAP funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Results of internal monitoring shall be in writing and shall be available to OCWIB staff, upon request. Internal monitoring shall include, but is not limited to, the following:

1. Review of all case files to determine that eligibility criteria have been met.
2. Random case file review for IEP updates, case note documentation, attendance verification, placement verification, supportive service documentation and delivery, and post placement follow-up.
3. Review of gaps in service delivery.
4. Ongoing review of participant rosters to ensure accuracy of data.
5. Verification of customer's attendance, performance and employment information.

- C. Corrective Action Plans:** Performing at or below the contract level on a monthly basis on any individual performance measure shall be subject to the following corrective action:

1. Assessment of the causes of the low performance;
2. Development and implementation of an appropriate Corrective Action Plan to raise performance; and
3. Monitoring of subsequent performance to assess the impact of the Corrective Action Plan;
4. CONTRACTOR's performance trends and Corrective Action Plans shall be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with the County of Orange.

- D. Common Measures:** CONTRACTOR shall implement Common Measures as defined in TEGL 17-05, Informational Notice 07-OCWDA-12 and any subsequent updates and/or revisions.

- E. Compliance:** All funds are subject to their related Federal, State and Local statutory and regulatory requirements. These requirements are detailed in governing documents that

include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and Federal WIA directives, OMB Circulars, and OCWIB Informational Notices, as applicable.

## VI. DELIVERABLES

- A. **Deliverables:** Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated fund balances can be determined and reallocated to the best possible use. CONTRACTOR shall submit monthly reports of expenditure data. Performance data, including expenditures, shall be reviewed monthly and beginning with second quarter data, shall be used for making comparisons, assessing performance and reallocating funds.
- B. **MIS Submission/Reporting:** CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements, as applicable. All data entry shall be completed by the thirteenth (13<sup>th</sup>) of each month for the previous month's activities. CONTRACTOR shall be responsible for data verification and contract performance compliance.
- C. **Invoices:** Monthly invoices are due to the OCWIB by the twentieth (20<sup>th</sup>) day following the month being reported.
- D. **In-Kind Contribution:** CONTRACTOR shall track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D.
- E. **Monthly Project Report:** CONTRACTOR shall submit a Monthly Project Report no later than the 4<sup>th</sup> of each month for the previous month. The Report shall include: (1) Accrued expenditures to date; (2) Participants enrolled to date; (3) Number placed and in what occupations (4) Brief summary of project activities; (5) Constraints or other barriers encountered that impeded your ability to meet project goals and (6) Success Stories.

**WIA PERFORMANCE**  
**Coast Community College District**  
**Veteran's Employment-Related Assistance Program (VEAP)**  
**PY 2010-2011 AND 2011- 2012**

<i>Enrollment Matrix</i>	Year 1	Year 2	Total	Performance Goals (%)
<i>A. Total planned enrollments:</i>	65	0	65	100%
<i>B. Total planned placement in education or training:</i>	65	0	65	100%
<i>C. Total completed training</i>	6	48	54	83%
<i>(1) Industry Identified Certificate</i>	4	44	48	74%
<i>D. Total Placements in Unsubsidized Employment</i>	4	44	48	74%
<i>(1) Training Related Employment</i>	3	35	38	79%
<i>E. Total Retained Employment (6 Months)</i>	16	25	41	85%
<i>F. Average Earnings</i>				\$14,600

## WIA ADULT PARTICIPANT PLAN

Contractor: Coast Community College District

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	06/10	07/10	08/10	09/10	10/10	11/10
1 Total Participants Registered	0	0	0	7	14	21
2. Program Services						
a. Core Services/Intensive Services	0	0	0	7	14	21
b. Training Services	0	0	0	0	7	15
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA	0	0	0	0	0	0
(1) Unsubsidized Employment	0	0	0	0	0	0
(a) Training Related	0	0	0	0	0	0
(2) Employability Enhancement Exits	0	0	0	0	0	0
(3) Exited for Other Reasons	0	0	0	0	0	0
Cumulative Participants						
Month/Year	12/10	01/11	02/11	03/11	04/11	05/11
1 Total Participants Registered	28	35	42	49	56	65
2. Program Services						
a. Core Services/Intensive Services	28	35	42	49	56	65
b. Training Services	23	30	37	44	49	56
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA	0	0	0	0	0	4
(1) Unsubsidized Employment	0	0	0	0	0	2
(a) Training Related	0	0	0	0	0	1
(2) Employability Enhancement Exits	0	0	0	0	0	1
(3) Exited for Other Reasons	0	0	0	0	0	1

<b>Cumulative Participants</b>						
	<b>Quarter End Date</b>	<b>Month End Date</b>	<b>Month End Date</b>	<b>Quarter End Date</b>	<b>Month End Date</b>	<b>Month End Date</b>
<b>Month/Year</b>	<b>06/11</b>	<b>07/11</b>	<b>08/11</b>	<b>09/11</b>	<b>10/11</b>	<b>11/11</b>
1 Total Participants Registered	65	65	65	65	65	65
2. Program Services						
a. Core Services/Intensive Services	65	65	65	65	65	65
b. Training Services	65	65	65	65	65	65
c. Follow-up Services after Placement	0	0	10	13	15	18
d. Follow-up Services after Exit	0	0	0	5	5	5
3. Exit Status						
a. Total Participants Exiting WIA	7	16	21	24	29	33
(1) Unsubsidized Employment	4	11	16	18	21	23
(a) Training Related	3	8	13	15	17	18
(2) Employability Enhancement Exits	2	3	3	4	5	6
(3) Exited for Other Reasons	1	2	2	2	3	4
<b>Cumulative Participants</b>						
<b>Month/Year</b>	<b>12/11</b>	<b>01/12</b>	<b>02/12</b>	<b>03/12</b>	<b>04/12</b>	<b>05/12</b>
1 Total Participants Registered	65	65	65	65	65	65
2. Program Services						
a. Core Services/Intensive Services	65	65	65	65	65	65
b. Training Services	65	65	65	65	65	65
c. Follow-up Services after Placement	20	23	27	31	32	32
d. Follow-up Services after Exit	27	33	44	44	44	44
3. Exit Status						
a. Total Participants Exiting WIA	35	38	43	52	56	60
(1) Unsubsidized Employment	25	27	30	36	40	44
(a) Training Related	18	18	21	23	27	33
(2) Employability Enhancement Exits	6	6	7	9	9	9
(3) Exited for Other Reasons	4	5	6	7	7	7

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	06/12					
1 Total Participants Registered	65					
2. Program Services						
e. Core Services/Intensive Services	65					
f. Training Services	65					
g. Follow-up Services after Placement	32					
h. Follow-up Services after Exit	44					
3. Exit Status						
a. Total Participants Exiting WIA	65					
(1) Unsubsidized Employment	48					
(a) Training Related	38					
(2) Employability Enhancement Exits	10					
(3) Exited for Other Reasons	7					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
2. Program Services						
e. Core Services/Intensive Services						
f. Training Services						
g. Follow-up Services after Placement						
h. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

**Coast Community College District**  
**Veteran's Employment-Related Assistance Program (VEAP) Budget**  
**FY 2010/11 through FY 2011/12**

	VEAP	Budget		
		VEAP	In-Kind Match	Total
<b>PROGRAM</b>	<b>Operations Activities:</b>			
	Salaries	108,734	28,712	137,446
	Benefits	49,652	7,681	57,333
	Monthly Rent	40,414		40,414
	Lease Termination Cost			-
	Staff Training			-
	Printing			-
	Publications/Marketing Material			-
	Meetings / Conferences			-
	Telephone	1,504		1,504
	Equipment (under \$5,000)			-
	Equipment Lease	2,160		2,160
	Insurance			-
	Professional Memberships			-
	Subscriptions			-
	Postage			-
	Office Supplies	3,700		3,700
	Consultant/Subcontract (under \$10,000)			-
	Consultant/Subcontract (over \$10,000)			-
	Travel / Mileage			-
	Other:	9,376	24,662	34,038
	<b>Operations Related Activities Subtotal</b>	<b>215,540</b>	<b>61,055</b>	<b>276,595</b>
	<b>Direct Client Related Activities:</b>			
	Participant Wages and Benefits			
	Employer Reimbursement/OJT			
	Participant Training Cost			
	Participant Supportive Services			
	Other:			
	<b>Other - Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Direct Client Related Activities Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Program Subtotal</b>	<b>215,540</b>	<b>61,055</b>	<b>276,595</b>
<b>ADMINISTRATION</b>	<b>Administration:</b>			
	Salaries			
	Benefits			
	Other: Indirect	6,460		6,460
	Other:			
	<b>Other Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Administration Subtotal</b>	<b>6,460</b>	<b>-</b>	<b>6,460</b>
	<b>Grand Total</b>	<b>222,000</b>	<b>61,055</b>	<b>283,055</b>



**Coast Community College District  
FY 2010-12 EXPENDITURE PLAN**

**Veteran's Employment-Related Assistance Program (VEAP)**

**COST CATEGORIES**

**PROGRAM**

	Qt 1 7/1/10- 9/30/10	Qt 2 10/1/10- 12/31/10	Qt 3 1/1/11- 3/31/11	Qt 4 4/1/11- 6/30/11	Qt 5 7/1/11- 9/30/11	Qt 6 10/1/11- 12/31/11	Qt 7 1/1/12- 3/31/12	Qt 8 4/1/12- 6/30/12	Total
1 Salaries	13,592	13,592	13,592	13,592	13,592	13,592	13,592	13,590	108,734
2 Benefits	6,207	6,207	6,207	6,207	6,207	6,207	6,207	6,203	49,652
3 Monthly Rent	5,052	5,052	5,052	5,052	5,052	5,052	5,052	5,050	40,414
4 Lease Termination Cost									-
5 Staff Training									-
6 Printing									-
7 Publications/Marketing Material									-
8 Meeting / Conferences									-
9 Telephone	188	188	188	188	188	188	188	188	1,504
10 Equipment :under \$5,000									-
11 Equipment Lease	270	270	270	270	270	270	270	270	2,160
12 Insurance									-
13 Professional Memberships									-
14 Subscriptions									-
15 Postage									-
16 Office Supplies	370	370	370	370	555	555	740	370	3,700
17 Consultant/Subcontract (under \$10,000)									-
18 Consultant/Subcontract (over \$10,000)									-
19 Travel/Mileage									-
20 Other:	938	938	938	938	1,406	1,406	1,875	937	9,376
21 Participant Wages & Benefits									-
22 Employer Reimbursement/OJT									-
23 Participant Training Cost									-
24 Participant Supportive Services									-
25 Other:									-
<b>ADMINISTRATION</b>									-
1 Salaries									-
2 Benefits									-
3 Operations									-
4 Indirect	1,065	1,065	1,065	1,065	1,091	1,091	18	-	6,460
5 Travel/Mileage									-
6 Other:									-
<b>GRAND TOTAL</b>	<b>27,682</b>	<b>27,682</b>	<b>27,682</b>	<b>27,682</b>	<b>28,361</b>	<b>28,361</b>	<b>27,942</b>	<b>26,608</b>	<b>222,000</b>

## Personnel Breakdown

Exhibit D  
16-V4-11

Name	Position Title*	Annual Salary	Full Time Equivalent	VEAP	In-Kind Match	Other	Total
				0%	0%	0%	0%
	Director	140,811	100%		10.00%	90%	100%
	Program Supervisor	71,692	100%	4%		96%	100%
	Program Supervisor	71,692	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	53,730	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	45,947	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	43,723	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	54,094	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	54,094	100%	4%		96%	100%
	Workforce Specialist	54,094	100%	4%		96%	100%
	Workforce Specialist	53,002	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	58,860	100%	4%		96%	100%
	Workforce Specialist	46,920	100%	4%		96%	100%
	Workforce Specialist	44,168	100%	4%		96%	100%
	Workforce Specialist	53,366	100%	4%		96%	100%
	Workforce Specialist	53,002	100%	4%		96%	100%
		1,326,123	2300.00%	88.00%	10.00%	2202.00%	2300.00%

\*Job Descriptions for each Position Title must be attached.

**State of California  
Drug Free Workplace Certification  
STD 21 (NEW 11-90)**

**EXHIBIT E  
Agreement #16-V4-11**

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**COMPANY /ORGANIZATION NAME:** Coast Community College District

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The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The danger of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

---

**CERTIFICATION**

---

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

---

**OFFICIAL'S NAME** Jerry Patterson

---

**DATE EXECUTED** \_\_\_\_\_ **EXECUTED IN THE COUNTY OF** \_\_\_\_\_

---

**CONTRACTOR or GRANTEE RECIPIENT SIGNATURE**

---

**TITLE** Board President

---

**FEDERAL ID NUMBER**

---

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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Jerry Patterson, Board President

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

# CERTIFICATION REGARDING LOBBYING

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### FORMULA

Coast Community College District

Grantee/Contractor Organization

Program/Title

Jerry Patterson, Board President

Name and Title of Authorized Signatory

Signature

Date

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations**

### **Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES****Exhibit H**  
**Agreement #16-V4-11**  
**Page 2 of 3**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<b>1. Type of Federal Actions:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Actions:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____  Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee _____  Tier _____ if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee.</b> Enter Name and Address of Prime:   Congressional District, if known: _____	
<b>6. Federal Department / Agency:</b>		<b>7. Federal Program Name/Description:</b>   CFDA Number, if known: _____	
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheets SF-LLL-A, if necessary)		<b>10b. Individual Performing Services</b> (including address if different from No. 10a.) (last name, first name, MI):	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____		<b>13. Type of Payment (check all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind: specify: nature: _____  value: _____			
<b>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</b>   			
<b>15. Continuation sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure		Signature: _____  Print Name: <u>Jerry Patterson</u>  Title: <u>Board President</u>  Telephone No. _____  Date: _____	



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMS  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C;  
7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,  
6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32-C, 4410-15-C~  
4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C,  
6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75  
55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

**DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT  
CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that Coast Community College District is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

_____	<u>Jerry Patterson</u>	<u>Board President</u>
Authorized Signature	Name	Title

**EDD Independent Contractor Reporting Requirements**

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name  
Social Security Number  
Address  
Start and expiration dates of Contract  
Amount of Contract

**N/A - EXEMPT**

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____



**Subject: OC Community Resources  
Contract Reimbursement Policy**

**Effective: July 1, 2010**

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**EFFECTIVE DATE:**

**July 1, 2010**

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

**POLICY AND PROCEDURES:**

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Benefit plan and calculation of benefit
  - e. Employer-employee contract for non-customary benefits
  - f. Purchase orders, invoices, and receipts
  - g. Cashed checks
  - h. Check register
  - i. Consultant/sub-contractor invoices (with description of services)
  - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
  - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000

7. The following is required with the first month's invoice:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:  
***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
10. Demand letter or invoice, along with supporting documentation shall be submitted to:  
OC Community Resources Accounting  
1300 S. Grand, Building B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92702

**ACTION:**

Distribute this policy to all appropriate staff

**INQUIRIES:**

Inquiries may be directed to the following:

- Win Swe: 714-567-7481 or [win.swe@occr.ocgov.com](mailto:win.swe@occr.ocgov.com)
- OOA - Eric Takanishi: 714-567-7430 or [eric.takanishi@occr.ocgov.com](mailto:eric.takanishi@occr.ocgov.com)
- WIA – Yolanda Vazquez: 714-567-7484 or [Yolanda.vazquez@occr.ocgov.com](mailto:Yolanda.vazquez@occr.ocgov.com)
- H&CD – Cathy Tran: 714-567-7482 or [cathy.tran@occr.ocgov.com](mailto:cathy.tran@occr.ocgov.com)

# ECCO RESTAURANT COSTA MESA

(714) 444-3226

2937 Bristol Street, Suite A103

## MENU/CONTRACT

CLIENT: Coast Community College District  
HOST:  
CONTACT: Paula Coker  
TELEPHONE: 714.241.6154  
TODAY'S DATE: 08-27-2010  
Email: pcoker@coastline.edu

DATE: Thursday, October 21, 2010  
EVENT: Cocktail Function  
ARRIVAL & SETUP: 5:30 – 7:30 p.m.  
GUARANTEED NO. OF GUESTS: 50 -70 guests  
PATIO/DINING ROOM: Ecco Rooftop

Ecco to provide: 1. Pizza in various flavors and presentation, served either tray passed or set up on cocktail tables. Upon arrival, guests are to be ushered to the upstairs patio area. 2. A non-alcoholic satellite bar serving sodas and water.

Cost of Food: \$ 10.00/person x 50 guests = \$ 500.00

Cost of Beverages: \$ 200.00

Cost of Labor: \$ 200.00

Subtotal: \$ 900.00

20% Gratuity: \$ 180.00

8.75% tax: \$ 78.75

Grand Total: \$ 1158.75 (payable to Ecco Restaurant)

Menu subject to change without notice. Certain items may vary from the description on your selected menu in the event that these products do not meet our strict high quality standards.

Ecco will make every effort to accommodate food allergies although we cannot guarantee meeting your needs. We require a 50% security deposit to guarantee your reservation.

A guaranteed final guest count is needed 72 hours prior to your event.

Contract Accepted by: \_\_\_\_\_

Daniel Reyes  
Owner/Operator  
ECCO Restaurant

\_\_\_\_\_  
Jerry Patterson  
President, Governing Board of Trustees  
Coast Community College District

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **MEMORANDUM OF UNDERSTANDING**

Between  
**Fairview Developmental Center**  
and the  
**Coast Community College District**

This Memorandum of Understanding ("MOU") is made and entered into this day of \_\_\_\_\_, by and between Fairview Developmental Center, hereinafter called AGENCY and the Coast Community College District (Coastline Community College -hereinafter called COLLEGE).

The following abbreviations will be used throughout the document: ID Team (Interdisciplinary Team); CDE (California Department of Education); ID Instructor-Coordinator (Intellectual Disabilities Instructor-Coordinator); and SEC (Student Educational Contract).

The following defines the roles of the staff positions referred to throughout the document: ID Instructor-Coordinator is the individual at the COLLEGE directly responsible for the programs at the AGENCY and is the primary contact between the COLLEGE and the AGENCY; Director of CPS is the Program Director for Central Program Services at the AGENCY and is responsible for the overall education and training program at the AGENCY; Program Director is the manager of a residential program at the AGENCY and is responsible for all aspects and residents of assigned program; Program Assistant is the assistant Director of a residential program at the AGENCY and assists the Program Director in managing the program; AGENCY Liaison is the Program Assistant assigned to Central Program Services who is responsible for adult habilitation and training at the AGENCY and is the primary point of contact between the AGENCY and COLLEGE when relaying general information between AGENCY and COLLEGE; AGENCY Unit Supervisor is the person responsible for the management of individual residential units; AGENCY Shift Lead is the individual directly responsible for the residential unit at the time they are on duty; and IPC is the Individual Program Coordinator who is responsible for tracking Individual Program Plans/Individual Education Plans.

### **WITNESSETH:**

WHEREAS, the COLLEGE will provide educational services to individuals only on the basis of need as determined by the interdisciplinary team (ID Team).

WHEREAS, the AGENCY will provide all other services as previously deemed appropriate by the ID Team which may include, but are not limited to medical therapy (occupational, physical, music, art, recreational, speech, and audiology), self-help skills, vocational training, behavior training and medical development. Evaluation and treatment are to be provided by AGENCY in all determined areas of need.

WHEREAS, the COLLEGE is willing to follow all pertinent CDE guidelines; Title 5 Regulations; collective bargaining agreements; AGENCY and COLLEGE policy and procedures; and other applicable laws or contracts to the best of its capabilities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### **I. PURPOSE OF MOU**

The purpose of this cooperative MOU is to establish the terms and conditions between the AGENCY and COLLEGE with intent to provide direction for the exchange of information, delivery of service, and solutions for typical and atypical concerns and situations.

#### **II. PERIOD OF MOU**

This cooperative MOU shall be effective from September 2010 and shall terminate on June 30, 2013, and be subject to termination by either party upon 90 days advance written notice to the other party.

#### **III. PROGRAM AND CLASS OFFERINGS**

It will be the responsibility of COLLEGE to determine the overall number of class sections offered each semester at AGENCY. The size of the program at AGENCY will be based on funding and student numbers. COLLEGE will furnish each AGENCY Program Director, including the Director of CPS and the AGENCY Liaison, with a copy of the classes to be conducted at the AGENCY and a list of Coastline's Intellectual Disabilities Program Special Education curricula, as approved by the Coast Community College District and the California Community College's State Chancellor's office. The COLLEGE will furnish each AGENCY Program Director and DTAC Coordinator with program-specific rosters including information about any requested or suggested per client fee for materials and/or reinforcers. The COLLEGE will furnish the Director of CPS and the AGENCY Liaison with a complete roster for all classes held at the AGENCY. Information will include the name of the class, name of the instructor, names of the instructional aides, location, time and days class will be held. This will be delivered at least forty-five days prior to the start of each semester's registration period. Final decision on class schedule at AGENCY remains with COLLEGE, but will require an affirmative recommendation of approval from the AGENCY Program Directors/designees. A class will not begin at AGENCY without this affirmative recommendation. AGENCY will notify COLLEGE twenty-one days in advance of the new semester of any required or requested changes to the proposed schedule. AGENCY will return rosters to COLLEGE and COLLEGE will use information to enroll students.

The actual schedule of instruction for each semester will be developed by COLLEGE in consultation with the AGENCY Program Directors/designees and AGENCY Liaison. Considerations will include:

1. The needs and preferences of the students as assessed and reported by the AGENCY ID Teams.

2. The absence of time conflicts with other scheduled activities that would preclude student attendance.
3. The availability of COLLEGE instructors and COLLEGE funding.
4. The availability of assigned AGENCY staff to provide assistance in translocation and facilitating student participation in class.
  - a. COLLEGE staff is not responsible for transporting students to the class site unless translocation is a designated and approved part of the class objective.
  - b. At least one AGENCY staff member will be assigned to each COLLEGE class occurring on campus unless the class is an Extended Opportunities class or unless otherwise designated.
5. The availability of an appropriate and consistent meeting place for the class.
6. Adherence to AGENCY and COLLEGE clinical practice standards.

#### **IV. STUDENT ENROLLMENT**

Successful student enrollment will require cooperation between AGENCY and COLLEGE.

1. It will be the responsibility of the AGENCY Program Director/designee and the ID team to make recommendations for a student's enrollment in a COLLEGE class based upon assessment of need.
2. It will be the responsibility of the COLLEGE to provide the AGENCY Program Assistant with all required forms for completion.
3. It will be the responsibility of the AGENCY Program Assistant to ensure that COLLEGE enrollment forms are completed and submitted for each student enrolled in a COLLEGE class.
4. It will be the responsibility of the AGENCY Program Assistant to ensure that COLLEGE is provided with necessary signed documentation (form provided by COLLEGE) for verification of disability and degree of disability at the time of new student enrollment.
5. It will be the responsibility of COLLEGE to monitor student enrollment in classes with COLLEGE reserving the right to deny enrollment to a student in a course for the following reasons:
  - a. The student is extremely disruptive to the class environment.
  - b. The student fails to make measurable progress in the class.

- c. In Extended Opportunities (EO) classes where an AGENCY staff aide is not present, students with documented extreme behavioral and/or safety risks, such as AWOL, etc., should not be enrolled.
6. COLLEGE will provide the AGENCY Liaison and the Director of Central Program Services with the names of all students who reside in the community and attend classes at AGENCY. COLLEGE will maintain a file of emergency contact information for these students. AGENCY will contact COLLEGE in the event that an emergency contact must be notified.

## **V. SUPPLIES**

AGENCY will make every attempt to provide COLLEGE instructors with the necessary approved consumable instructional supplies and/or funds to purchase such supplies. Negotiations for additional money/supplies can be undertaken with the AGENCY Program Director/designee. COLLEGE will provide student assessment instruments, durable instructional supplies and equipment.

1. It will be the responsibility of COLLEGE to include pertinent information about requested or suggested per client fee for materials and/or reinforcers with the rosters so that appropriate funding can be approved or denied by AGENCY.
2. It will be the responsibility of COLLEGE instructors to complete necessary paperwork for submission to AGENCY Program Director/designee for approval in order to secure class fees/materials.
3. It will be the responsibility of the AGENCY Program Director/designee to determine funding source for class fee and approve funding.

## **VI. STUDENT RECORDS**

A Student Educational Contract (SEC) will be developed for each student enrolled in a class provided by COLLEGE. This SEC may be used at the student's annual ID Team meeting.

1. It will be the responsibility of AGENCY Program Assistant/designee to notify ID instructor-Coordinator a minimum of six weeks in advance of each student's scheduled ID Team meeting so that COLLEGE can arrange for instructor input/participation in the meeting by providing a current copy of the SEC.
2. It will be the responsibility of COLLEGE instructors to prepare and submit a SEC for each enrolled student during the summer session and to update the SEC as needed. If a student enrolls in class after the summer session, the SEC will be prepared 30 days after student's enrollment.
  - a. A copy of the initial SEC will be submitted to the AGENCY Program Director/designee within 45 days of enrollment in the class.
  - b. A copy of the finalized SEC will be submitted to the AGENCY Program Director/designee within 30 days after the end of the spring semester, or

earlier if a student should complete and/or leave a class sooner than the end of the spring semester.

c. Originals will be maintained by COLLEGE.

3. It will be the responsibility of the COLLEGE instructor to contact the AGENCY Shift Lead and COLLEGE ID Instructor-Coordinator immediately should anything of note occur in class.
4. It will be the responsibility of the AGENCY Shift Lead to document any information of note conveyed to them about a student in that student's permanent record and bring it to the attention of the Unit supervisor, Program Director and other AGENCY staff per AGENCY Policy and Procedure.
5. It will be the responsibility of AGENCY Program Assistant/Designee to ensure that a current copy of each student's Risk Assessment Summary, Approaches and Strategies information, and Behavior Plans are provided to the ID Instructor-Coordinator.
6. It will be the responsibility of the ID Instructor-Coordinator to distribute all provided documentation for each enrolled student to COLLEGE instructors.
7. It will be the responsibility of the COLLEGE instructor to maintain a file of information for each student that includes the current Risk Assessment Summary, Approaches and Strategies, and Behavior Plans.
8. It will be the responsibility of the AGENCY to complete any and all AGENCY forms (incident reports, restraint sheets, etc.) The COLLEGE instructor may provide input, but cannot document in the student's official AGENCY record, complete AGENCY forms or sign AGENCY documents.

## **VII. STAFFING**

Mindful of individual program needs, it will be the responsibility of the COLLEGE to secure and assign all instructors to COLLEGE classes at AGENCY.

1. It will be the responsibility of COLLEGE to complete the initial screening of all prospective instructors and instructional aides.
2. Faculty and staff will be hired according to the Coast Community College District hiring policies and procedures.
3. The final decision to hire an instructor or instructional aide remains with COLLEGE; however, all instructors and instructional aides must successfully complete the AGENCY fingerprinting process/background clearance and TB test, provided by the AGENCY, before being placed at AGENCY. This requirement will be waived for COLLEGE employees who are also AGENCY staff members as they already have met these criteria for hire at AGENCY.

4. The placement of COLLEGE instructor in class/es will be based on mutual agreement between AGENCY and COLLEGE.
5. It will be the responsibility of COLLEGE to provide at least one instructional aide to work under the supervision of the COLLEGE instructor in each COLLEGE class.
6. It will be the responsibility of AGENCY to assign additional staff to assist in the translocation and participation of students in the COLLEGE classes as needed.
7. AGENCY staff that are also COLLEGE employees will be assigned to COLLEGE classes in programs other than the program in which they are employees at AGENCY.
8. COLLEGE employees who are also AGENCY staff members are responsible to adhere to the AGENCY Policy on Conflict of Interest and Incompatible Activities (Attachment A). Failure to do so may result in corrective/disciplinary action by AGENCY.
9. It will be the responsibility of COLLEGE to provide new employee orientation. COLLEGE instructors and instructional aides who work at the AGENCY will be required to receive mandatory training provided by AGENCY or COLLEGE. Training will include: Universal Precaution, Infection Control, and Prevention of Client Abuse.
10. It will be the responsibility of COLLEGE to provide periodic evaluations of COLLEGE instructors as per collective bargaining agreements.

Individual instructor and aide assignments will be based upon the following criteria:

1. Program needs and recommendations.
2. Professional expertise.
3. Student input.
4. Instructor/instructional aides proven ability to maintain assigned schedules and to follow COLLEGE and AGENCY Policies and Procedures.

COLLEGE is responsible for the supervision and management of all COLLEGE employees. Issues of misconduct or similar will be dealt with promptly by COLLEGE in compliance with COLLEGE policy, procedure and collective bargaining unit MOUs agreements.

AGENCY is responsible for the supervision and management of all AGENCY staff members. Issues of misconduct or similar will be dealt with promptly by AGENCY in compliance with policy, procedure, and collective bargaining unit MOUs.

It is the responsibilities of both parties to communicate any issues related to staff promptly so that the issues can be dealt with immediately.

### **VIII. CLASS CANCELLATIONS**

In the case of class cancellation initiated by the instructor, the following notification procedure will be followed:

1. Instructor will contact the ID Instructor-Coordinator/Special Programs office to report that the class is cancelled.
2. Instructor will contact the COLLEGE instructional aide assigned to the class to report that the class is cancelled.
3. Instructor will contact the Shift Lead and Program Assistant for each residence affected and notifies them of the class cancellation.

In the case of class cancellation initiated by AGENCY, the following notification procedure will be followed:

1. AGENCY Program Assistant/designee will contact the COLLEGE ID Instructor-Coordinator, if COLLEGE ID Instructor-Coordinator is not available AGENCY liaison will leave the message with the Special Programs office at COLLEGE, and AGENCY Shift Lead to notify him/her that the class is cancelled.
2. COLLEGE ID Instructor-Coordinator will contact the instructor and aides to notify them that the class has been cancelled.

Every attempt is to be made by AGENCY and COLLEGE to make notifications at least 24 hours in advance. In emergency situations or in the event of unexpected illness, contact is to be made as soon as possible.

### **IX. ADDITIONAL SUPPORT SERVICES**

AGENCY will make every effort to supply necessary bus transportation for those COLLEGE classes that include community based instruction or field trips. AGENCY policy and procedure related to off grounds trips will be followed by COLLEGE staff. (Attachment B)

1. It will be the responsibility of AGENCY to verify that the bus drivers assigned are appropriately licensed, qualified individuals.
2. It will be the responsibility of the COLLEGE staff to complete the required paperwork (Trip Sheet) prior to leaving campus with AGENCY students.
3. It will be the responsibility of COLLEGE to have appropriate student information in their possession when leaving AGENCY grounds with students.
4. It will be the responsibility of AGENCY to assist the students on to the bus.

5. It will be the responsibility of the AGENCY Bus Driver to secure any students in wheelchairs and to review bus safety information prior to departure.

## **X. PROGRAM MONITOR, REVIEW, AND EVALUATION**

The quality of the program can best be maintained and improved with the cooperation of COLLEGE and AGENCY.

COLLEGE and AGENCY will provide necessary staff to assume responsibility for:

1. The development/sharing of appropriate policies and procedures to ensure a safe, quality educational program for the students.
2. Curriculum review and development. Final curriculum decisions will remain the sole purview of the college.
3. COLLEGE and AGENCY will maintain open communication.

COLLEGE will assume responsibility for:

1. Evaluation of COLLEGE instructors and will follow existing COLLEGE bargaining agreements.
2. Orientation and training of instructors and instructional aides
3. Adherence to program evaluation and data collection procedures as agreed upon.

AGENCY will assume responsibility for:

1. Monitoring and observing classroom activities in COLLEGE classes including the reporting of any concerns/problems to COLLEGE immediately. (IPC minimum of twice per year, Program Management as needed/desired)
2. Providing COLLEGE with necessary current documentation for student classroom files.
3. Participation in semi-annual advisory board meetings to be hosted by AGENCY in October and COLLEGE in April. (AGENCY Liaison and Program Director/designee)
4. AGENCY will provide COLLEGE access to current AGENCY policies and procedures.
5. Assistance in the development and/or implementation of appropriate training to address program needs. (AGENCY Liaison)
6. Adherence to program evaluation and data collection procedures as agreed upon.



## **XI. RESIDENCE STAFF RESPONSIBILITIES**

A minimum of one residence staff familiar with the students in the class will be present throughout each class session, unless the class is an Extended Opportunities Class.

1. Preparation of students for class by making sure they are clean and appropriately dressed for the activities of the class. At the request of the COLLEGE instructor, the AGENCY Unit Supervisor will coordinate the delivery of clothing items or other items required to sustain proper health and hygiene to COLLEGE class.
2. Translocation of students to and from the class location in a timely manner.
3. Custodial care and implementation of behavior plans during class time.
4. Assisting students in class participation.
5. Taking on the lead role in emergency (behavioral, medical, environmental) situations in relation to following AGENCY Policy and Procedure.
6. Advising the AGENCY Program Assistant of any unreported instructor absence so that the Program Assistant can notify the COLLEGE ID Instructor-Coordinator.

## **XII. COASTLINE INSTRUCTOR RESPONSIBILITY**

1. Evaluation of student attire upon arrival to class for appropriateness. If student is not dressed appropriately or is unkempt the instructor will notify the AGENCY US/designee immediately so that the situation can be resolved prior to the start of class.
2. Development and implementation of the SEC and progress reports (on the SEC at the end of the spring semester) for each of the students in the class.
3. Conducting class on the assigned days at the assigned times including beginning and ending class at the designated time.
4. Supervision of COLLEGE instructional aides and directing volunteers and AGENCY staff in the implementation of learning activities.
5. Requesting of funds for supplies and snack items.
6. Communication of issues related to AGENCY staff to the AGENCY Program Assistant and COLLEGE ID Instructor-Coordinator immediately.
7. Communication of issues related to students to the AGENCY Shift Lead and COLLEGE ID Instructor-Coordinator immediately.
8. Ensure the safety of the students at all times during class.
9. Maintenance of a student file for each student enrolled in class that includes current, pertinent documentation (Risk Assessment Summary, Approaches and Strategies, Behavior Plans, and SEC).

### **XIII. BEHAVIOR MANAGEMENT SERVICES**

Individuals with developmental disabilities may require behavior management services because they exhibit maladaptive behaviors which inhibit their continuing growth and development; physically endanger themselves or others; and/or preclude their residing in less restrictive environment. Corporal punishment is not considered an acceptable means of managing behavior. AGENCY and COLLEGE will work in conjunction to ensure that students' approved plans for behavioral intervention and AGENCY policy and procedures (Attachment C) related to behavior management are being followed during attendance in COLLEGE classes.

Behavior management services are based on the functional analysis, evaluation, discussion, and recommendation of individual's interdisciplinary team and emphasize the development of desirable behaviors. Behavior management services are incorporated into the individual's habilitation and vocational plan and employ the least intrusive, most effective methodology and/or intervention. Special interventions will always include a positive behavior management component. Special attention is given to protecting the rights of individuals who require behavior management services and are developed with their input where possible.

AGENCY and COLLEGE will provide or obtain for all individuals served, and their families, such behavior management services as may be required to develop constructive, adaptive behaviors.

Behavior management services will be:

1. Directed toward maximizing the growth and development of the individual by incorporating a hierarchy of available methods/techniques, which emphasize positive approaches.
2. Designed to channel the behavior into similar but appropriate expression, and/or teach circumstances under which the behavior can be exhibited appropriately.
3. Developed with the participation, as appropriate, of the individual and his/her family.
4. Designed to employ the least intrusive intervention, which will provide the desired result, and ultimately lead to even less intrusive methodology.

In behavior management programming, the use of positive reinforcement will be encouraged. When maladaptive behavior cannot be extinguished with positive training, it is the policy of AGENCY and COLLEGE to manage or eliminate undesirable behaviors by the least restrictive methods possible. All students enrolled in a COLLEGE class are required to conform to the COLLEGE Student Code of Conduct as printed in the COLLEGE catalog and can be accessed at <http://www.coastline.edu>. If it is determined that a student is not appropriate for enrollment in a class due to behavioral or other issues related to the code of conduct (issues may include: lack of

progress, inability to meet entrance criteria, attendance/tardiness, lack of interest) the student may be dropped from the class. Positive procedures can be implemented as part of a student's current SEC or behavior plans without AGENCY review.

**Non-restrictive interventions** are those in which the individual complies with onset and termination of an intervention based on a staff request and must always coexist with positive reinforcement programs. These interventions do not require AGENCY Behavior Management Committee or AGENCY Human Rights Committee review and are characterized by compliance with other interventions that do not involve special behavior interventions.

Examples of non-restrictive methods that may be used are:

1. Reinforcement of Adaptive Behaviors
2. Reinforcement of Positive Behaviors
3. Restructuring the Environment for Success
4. Self Management
5. Verbal Redirection
6. Removal of reinforcing attention (Extinction)
7. Simple Correction/Restitution (verbal request)
8. Reinforcement Token

**Restrictive Behavior Intervention (RBI)** is only utilized when there is eminent danger to the person or others. Behavior Interventions are used only as a component of a positive behavior program. Some examples include, but are not limited to the following RBI's:

1. Mechanical restraints
2. Physical restraints
3. Contingent exclusion from activity (CEA)

For students whose behavior management program requires an RBI, review and approval by the AGENCY Behavior Management Committee and the AGENCY Human Rights Committee is required as is the approval of AGENCY's Executive Director/designee prior to these interventions being employed. Additionally, informed consent is required. The focus is on ensuring the clients' rights are protected and that the least intrusive measures for behavior management are utilized prior to implementation.

In the event that an RBI becomes necessary during the course of a COLLEGE class, the AGENCY employee assigned to the class will take the lead on implementing the students approved behavior plan.

In the event of a behavior emergency, AGENCY staff assigned to the room will take the lead and the Behavior Crises Response Procedure will be initiated (Attachment D).

It is the responsibility of all staff present to ensure the safety of the students in the class at all times.

#### **XIV. TREATMENT OF CLIENTS**

COLLEGE and AGENCY recognize that students must be treated with dignity and respect at all times.

1. COLLEGE will provide all new instructors and aides with training on AGENCY Policy and Procedures related to Treatment of Clients and Clients Rights (Attachment E).
2. AGENCY will offer annual update training related to treatment of clients for all COLLEGE staff members providing direct services to Fairview clients.
3. Updated information and training opportunities will be communicated by the AGENCY Liaison to COLLEGE ID Instructor-Coordinator who will disseminate all pertinent information received from AGENCY to COLLEGE instructors and instructional aides that teach at AGENCY.

#### **XV. CLIENT INJURY/ILLNESS/ABUSE**

The health and well being of the students is of the utmost importance at all times. COLLEGE and AGENCY are committed to protecting the health and well being of the students.

1. If a student comes into contact with a communicable disease while attending COLLEGE class, COLLEGE will notify AGENCY Program Director and ID Instructor-Coordinator within 24 hours.
  - a. AGENCY Program Director/Unit Supervisor alerts Public Health to investigate the communicable disease and follow all necessary precautions.
2. If a student arrives at COLLEGE with bruises or minor injuries, the instructor notifies the AGENCY US/designee and ID Instructor-Coordinator immediately.
  - a. AGENCY Unit Supervisor verifies to instructor that injury is known/documented or investigates cause of unknown injury per AGENCY Policy/Procedure.
3. If a student sustains bruises/minor injuries while attending COLLEGE class, COLLEGE instructor notifies AGENCY Unit Supervisor/designee and COLLEGE ID Instructor-Coordinator immediately.
  - a. AGENCY Unit Supervisor/designee completes AGENCY Incident Report per AGENCY Policy/Procedure.
4. If an emergency (missing person, medical emergency, fire) occurs during COLLEGE class, AGENCY staff will take the lead and AGENCY policy/procedure will be employed (Attachment F).

- a. If AGENCY staff is not present, COLLEGE staff will notify AGENCY as soon as possible via AGENCY Operator. Immediately following this, COLLEGE staff will notify the ID Instructor-Coordinator.
  - b. AGENCY Operator will take appropriate action per AGENCY Policy/Procedure and then contact AGENCY Program Director.
  - c. AGENCY Program Director will ensure that AGENCY Policy and Procedure is followed.
  - d. If AGENCY Program Director is not reachable the AGENCY Clinical Director and then the AGENCY Executive Director will be next in line for contact by the AGENCY Operator.
5. If an allegation of abuse is made or reported during a COLLEGE class, regardless of if it is against AGENCY or COLLEGE staff, it must be reported immediately per AGENCY Policy/Procedure (Attachment G).
- a. Student or staff member are to call "888" immediately to report via the abuse hotline.
  - b. COLLEGE instructor is to contact AGENCY Program Director and ID Instructor-Coordinator immediately.
  - c. AGENCY staff is to follow AGENCY policy and initiate Incident Report Immediately.
  - d. AGENCY Program Director will ensure that AGENCY Policy/Procedure is followed.
  - e. If allegation is against COLLEGE staff, COLLEGE instructor is to contact ID Instructor-Coordinator immediately.
  - f. Staff accused of abuse will be removed from client contact while investigation is completed.
  - g. ID Instructor-Coordinator will submit a report to the PD and COLLEGE Dean immediately.

## **XVI. COMMUNICATION LIST**

(Please see Attachment H)

## **XVII. ADDITIONAL PROVISIONS**

### **1. I.D. BADGES, KEYS, PARKING PERMIT AND OTHER NEEDS**

- The AGENCY will issue identification badges, keys, parking permits and safety devices/protective equipment as needed. The COLLEGE will insure

the adherence to the AGENCY'S policies and procedures with regard to the use and proper display of these items. These items will be returned to the AGENCY per its policy & procedure.

## 2. MEDICAL AID

- The AGENCY will provide emergency medical treatment to instructors/instructional aides.
- The COLLEGE shall provide first aid treatment to Instructors/Instructional Aides under the COLLEGE directives.

## COLLEGE INSURANCE REQUIREMENTS & INDEMNIFICATION

The COLLEGE shall secure and maintain no less than set forth below, adequate to protect it from claims, which may arise from the performance of this MOU.

- a. Comprehensive General Liability Insurance (including Bodily Injury Liability, Property Damage Liability, and Contractual Liability) with a combined limit of One Million Dollars (\$1,000,000).
- b. Malpractice Liability Insurance for Instructors and Employees in an amount not less than One Million Dollars (\$1,000,000) per incident with a Three Million Dollars (\$3,000,000) annual aggregate.
- c. Workers Compensation Insurance for Instructors and students in accordance with the Workers Compensation Laws of California.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims from injury or damages arising out of the performance of this MOU. Neither termination of this MOU nor completion of the acts to be performed under this MOU shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claims or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

These insurance policies shall provide that the insurance company will not cancel or materially modify the COLLEGE policies without giving the AGENCY thirty (30) days advance written notice.

The COLLEGE shall furnish Certificates of Insurance to the AGENCY verifying the insurance described above and shall name the AGENCY as an additional insured and/or certificate holder.

**NON-DISCRIMINATION**

Neither party hereto shall discriminate against any person by reason of age (over 40), sex, race, color, religious creed, national origin, ancestry, physical disability (including HIV & AIDS), mental disability, medical condition (cancer), or marital status in the clinical training offered pursuant to this agreement, except as provided for in California Government Code Section 12940.

**COMPLIANCE**

The COLLEGE and its instructors will be in compliance with all federal, state and HIPAA regulations. (Attachment I)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the day and year first above written.

**AGENCY**

Fairview Developmental Center  
2501 Harbor Blvd.  
Costa Mesa, Ca 92626

**COLLEGE**

Coast Community College District  
Coastline Community College

By: \_\_\_\_\_

William Wilson  
Executive Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Jerry Patterson  
President, Board of Trustees

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Dwayne LaFon  
Clinical Director

By: \_\_\_\_\_

Yi-Ru Sethanvanish  
Administrative Services Director





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## SECTION 6 ADMINISTRATIVE SERVICES

### 6.6 PERSONNEL SERVICES

#### 6.6.6 INCOMPATIBLE ACTIVITIES

2.

- No employee may seek or receive any gratuity or gifts (including meals, lodging, services, entertainment or anything else of value) from, nor seek or receive personal loans from, nor purchase any property or services at special discount from, any organization, firm, corporation or person 1) which is subject to regulations, inspection, supervision, licensing, certification, or audit by the Department or 2) which has financial dealings with the Department.
- No employee may receive or accept money or other consideration from anyone, other than the State, for the performance of an act which the employee would be required or expected to render in the regular course of hours of State employment or as a part of the duties as an employee of the Department. (See Policy Gifts To Employees)
- Favors are to be refused. All gifts received are to be returned unless they are items of no real value which are mass distributed by firms. The return of these gifts can be at the expense of the Department, through it's mailroom, and can include any insurance needed. Perishables of value may be given to a charity, and the person who sent the gift informed of this action. (Employees are to report to their supervisors immediately any attempt to influence favorable action in exchange for favors or gifts.)
- No employee may engage in partisan political activity which is prohibited by the Federal Hatch Act or applicable state statutes. It is the duty of each employee to become familiar with permitted and prohibited activities under the Federal Act and state statutes.

The following types of activities or outside employment require a written determination that such outside employment or activity is not inconsistent, incompatible, in conflict with or inimical to the employee's duties:

- Outside employment for an organization that is supported by funds approved or administered by the employee's division.
- Provisions of consultation or service by an employee licensed in one of the healing arts to any patient, resident or client of a Department facility or program before one year after the day of the last discharge from such facility or the last termination from such program.
- Performance of an act (other than in his/her capacity as an employee of the state) by an employee when he/she knows, or has reason to know, that such act may later be subject, directly or indirectly, to control, inspection, review, audit or enforcement by that employee or by his/her division.
- Acting as private consultant for any person to whom the Department or any local agency under the supervision of the Department refers clients.

## SECTION 6 ADMINISTRATIVE SERVICES

### 6.6 PERSONNEL SERVICES

#### 6.6.6 INCOMPATIBLE ACTIVITIES

3.

- Owning or being a partner in or acting as an officer, or a board member of, or as a consultant or contractor to, or having any financial interest in any business institution, or any agency which 1) he/she knows or suspects is subject to regulation, inspection, supervision, licensing, certification or audit by the Department or by any local agency under the supervision of the Department; or 2) has financial dealing with the Department. Such businesses include, but are not limited to, nursing homes, residential and intermediate care homes, proprietary hospitals, ambulance services, drugstores, pharmacies, clinics and clinical laboratories.

Questions regarding a determination of incompatibility are directed to Departmental Headquarters via the Personnel Director.

#### Restrictions on State Employees and Employment with State Contractors

State law prohibits state employees from contracting with any state agency and also prohibits any employee from being employed by a state contractor.

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.

In addition, certain "former" state employees may be prohibited from contracting with the state.

(a) No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply to a person only during the two-year period beginning on the date the person left state employment.

(b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. This prohibition shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service.

## FAIRVIEW DEVELOPMENTAL CENTER POLICY MANUAL

### SECTION 5. CLINICAL SERVICES - RESIDENTIAL

#### 5.5 CLIENT'S SAFETY

##### 5.5.3 SUPERVISION OF CLIENTS

Clients of the Center are encouraged to exercise the highest level of personal autonomy that is consistent with their capacity to understand the risks and consequences of their choices. They have a right to exercise as much independence as possible while at the same time the Center has a responsibility to protect them from harm and unsafe conditions.

The interdisciplinary team (IDT) for each individual assesses the person's overall need for supervision within the residence and, in different environments, based on the individual's strengths and their identified needs/problems. At all times, staff provide the necessary supervision required to ensure the health, safety and well-being of clients. The safety and well-being of clients is of primary importance. Sufficient staff shall be assigned, on duty, and alert to the clients at all times. Staff are to be assigned so that reasonable stability is maintained, with specific personnel assigned responsibility for carrying out the client's IPP. Staff are to account for the location of assigned clients at all times, provide supervision consistent with individual client needs, and implement identified strategies to provide risk management/client protection.

General Supervision is provided through established staffing patterns and routines for a particular service area and is normally no greater than for anyone else in the same area. Clients with general supervision have assigned staff who maintain a visual observation or make periodic checks/contacts in order to provide assistance or guidance, as needed, while individuals engage in day activities.

Occasionally, for a short period time, in order to assure a client's health or safety it may be determined that an individual requires an increased level of supervision. During these periods of time, Enhanced Supervision is provided. Based on the ID Team assessment, Enhanced Supervision may be provided for specific activities, locations, shifts, hours, etc. or as needed. Levels of Enhanced Supervision may include, but are not limited to the following:

- **Increased Rounds/Heightened Supervision:** The staff in the area must know where the person is at all times, provide visual observation and check the status of the person within short time intervals (not greater than every 15 minutes), and be able to intervene as needed.
- **Close Supervision:** An assigned staff member must remain within 25 feet of the person, provide sustained visual observation and status check of the person except for infrequent, short time intervals not greater than 5 minutes, and be able to intervene as needed within 10 seconds.
- **Proximate Supervision:** An assigned 1:1 staff person must remain within a short distance of the person (not greater than 15 feet), visually observe and check the status of the person continuously, and be able to intervene as needed within 5 seconds.
- **One-to-One Supervision:** An assigned 1:1 staff person must remain within three feet of the person, visually observe and check the status of the person continuously and be able to intervene immediately as needed.

In cases where the ID Team identifies that Enhanced Supervision may be needed on an ongoing, long term basis (e.g. more than 30 days), the Unit Supervisor will consult with the Program Director, presenting the rationale for the recommendation. The decision for authorization and implementation of ongoing Enhanced Supervision rests with the Program Director.

## SECTION 5 CLINICAL SERVICES - RESIDENTIAL

### 5.5 CLIENT'S SAFETY

#### 5.5.3 SUPERVISION OF CLIENTS (cont)

2.

When an individual is provided Enhanced Supervision on a long-term basis, the IPP will outline:

- the type of enhancement needed and the conditions and/or locations under which enhanced supervision will be provided;
- the changes to Approaches and Strategies and associated behavior and/or health plans (including data collection) that identifies the expanded interaction, activities, programs;
- training opportunities to be implemented by the staff providing enhanced supervision;
- strategy for reducing the level of supervision needed

Any ongoing need for Enhanced Supervision is to be reviewed by the team (including the team's evaluation of the effectiveness of the enhanced supervision and progress toward fading) and documented in the ID Notes monthly. Consideration of reducing the level of enhanced supervision is to be included in the Annual IPP and Semi-annual Progress Review.

An integral part of supervision is to assist the client in learning those behaviors and/or skills which will enable him/her to function independently. Staff supervision and assistance is to be provided with sensitivity to being appropriate role models; in keeping with socially acceptable norms and respect for personal preferences of the individual being served.

The IDT assists clients to enhance independence skills by developing program plans as needed to increase awareness and skill in identifying environmental risks, both on and off campus. In an effort to support an individual's right to access their living environment independently and safely, residences within the facility may have an electromagnetic device (Code Alert) installed on exit doors which locks and unlocks the door automatically. This device enables the Center to protect clients who may try to leave the residence unsupervised which could place them at risk while affording their peers the opportunity to access their living environment freely.

Clients who are sedated shall always have licensed staff in immediate attendance. Clients using a tub or pedestal bath shall always have staff in immediate attendance. To ensure the health and safety of all clients, during night hours (2100-0630), clients are checked at a minimum of every 30 minutes.

Non-employees, such as volunteers, relatives and friends of the family, may escort clients of the Center off-grounds to outings/visits provided that the individual's IDT has considered the pertinent circumstances, including the client's condition, the ability of the third party to cope with the individual, the obtaining of needed permissions (i.e., the committing court, if any, the parents, guardian, conservator, if appropriate, etc.) and the appropriateness of the visit in terms of the individual's over-all treatment program. Under no circumstances can a volunteer operate a State-owned vehicle or a privately owned vehicle, with a client as passenger, without authorization from the Coordinator of Volunteer Services and the Program Director or their designee.

Volunteers, relatives and friends of the family may assist in escorting groups of clients to off-campus activities, however, there must always be a staff member in attendance who is responsible for the group.

All personnel are responsible for the whereabouts of the individuals who reside in their Program at all times. An individual is considered missing when he/she cannot be accounted for by the staff person responsible for his/her whereabouts.

## SECTION 5 CLINICAL SERVICES - RESIDENTIAL

### 5.5 CLIENT'S SAFETY

#### 5.5.3 SUPERVISION OF CLIENTS (cont)

3.

Procedures associated with searching for a missing person, client access, off-campus activities, and bathing clients are outlined in the Clinical Services-Residential Section of the facility Procedure Manual. Code Alert is also referenced in the Behavior Management Services Manual. Additional procedures on bathing residents are outlined in the Health Care/Nursing Procedures Manual.

###

#### Authority Source and Associated Procedures

FDC	DDS	DCD	F42/HOSP	F42/ICF	F42/SNF	S22/ICF	S22/SNF	W/I	Proc.
	12602- 12605	113 411		483.430(c) 483.470(h)(1)	483.75(o)			6500.1	CSR NP

## FAIRVIEW DEVELOPMENTAL CENTER

### PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

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PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES

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#### OUTING SAFETY

Program Directors are responsible for determining and ensuring that special precautions are taken to provide for each individual's safety during transportation and while at the outing site. Each outing shall be planned to include the following minimum standards:

The participant/staff ratio is appropriate and adequate to the type of individuals and anticipated hazards of the outings.

- Volunteers may be used as escorts, but shall not be placed in charge of the group.
- There must be at least one female escort with a participant group that includes a female.

When vehicle transportation is used, a qualified and properly licensed operator shall drive the vehicle.

There must be a sufficient number of staff riding in the vehicle to provide adequate supervision at all times during transport.

Basic First Aid supplies must be available for use as needed.

Provisions are made for finding someone who is lost which include:

- ▶ Conducting a search of the immediate area.
- ▶ Close supervision of remaining individuals.
- ▶ When appropriate, prompt notification of local community authorities who can aid in the search.
- ▶ Notification of Program Director.
- ▶ At least one staff member shall remain in the area if the lost person is not located by the time others return to the facility.

Unusual incidents occurring during the outing shall be reported by telephone to the Program Director as soon as possible by the person in charge of the activity. (Incidents to be reported are: Serious injury to any participant; injury to members of the public if a member of the group activity is involved; late return to the facility/any incident which might reflect adversely on Fairview.)

OFF-CAMPUS ACTIVITY

Whenever possible, individuals should be encouraged and assisted to use resources in the community to promote interactions with people; to provide opportunities to make more choices/options for life experiences, and to provide for personal enjoyment and life satisfaction.

Off campus activities will be requested and approved by the Program Director/designee utilizing the "Off-Campus Trip Sheet" (See Attachment A - Form FVW 208). All staff and clients are required to have the Program Director's/designee approval prior to participating in an off-campus activity. The trip sheet shall include the exact location of the outing and the scheduled time of return.

One employee shall be designated as the Trip Leader in charge of the trip and shall ensure that all participants are positively identified both on departure and return from the trip.

Responsibility

Trip Coordinator:

Action

- Prepares the trip plans based on client choices, needs and identified interests.
- Communicates the information regarding the trip with the shift lead/designee.
- Ensures the following considerations:
  - Client preferences.
  - Individual needs, including the required level of supervision, as identified in the Individual Program Plan (IPP).
  - Risk factors as identified in the client's Risk Assessment Summary form and on the diet safety list.
  - Accommodations needed, such as wheelchair accessibility, restroom facilities and privacy considerations.
  - Need for medical intervention such as medication administration, gastrostomy or tracheostomy care.
- Arranges transportation; employees requesting the use of a vehicle must meet the requirements outlined in Procedure 6.11.5, *Requesting/Operating a Vehicle from Fairview Motor Pool*.
- Assures the assignment of appropriate escort staff according to the number of individuals, client needs, destination, and type of activity.

**Responsibility**

**Action**

Trip Coordinator: (con't)

- Attach all necessary documents eg, Risk Assessment Summary Form; Diet Safety form and Physician's orders (as appropriately indicated) to the Off-Campus Trip Sheet and submits the completed Off-Campus Trip Sheet to the Program Director for approval.
- Distribution of Trip Sheet.
  - ▶ Original approved Trip Sheet is carried on the trip
  - ▶ A copy remains on the residence.
  - ▶ A copy remains in the Program Office.

Trip Leader:

- Attends the outing and serves as the person in charge of the trip.
- Prior to the trip:
  - ▶ Reviews all information on the trip sheet to ensure it is accurate and appropriate to support a safe community activity.
  - ▶ Updates Trip Sheet as needed
  - ▶ Communicates details of activity with participating clients and staff to ensure everyone has a good understanding of the plans.
  - ▶ Reviews the details of the trip with the shift supervisor to ensure unit staff have full disclosure of trip plans.
  - ▶ Documents the trip details on the 24-HR. report, including the names of individuals and escorting staff.
- During the trip:
  - ▶ Monitors all aspects of the trip to ensure that pertinent information is being followed and that all risks are kept to a minimum:
    - ensures client accountability is maintained at all times.
    - ensures a good communication process is in place.
    - assists staff and clients in problem solving.
    - assures that prompt notification of problems that may occur are made to the Unit Supervisor and/or Program Director.



**Responsibility**

**Action**

Trip Leader: (con't)

- is designated as the decision maker in case of an emergency and communicates problems to medical personnel as needed.

- Following the trip:
  - ▶ Ensures the vehicle is returned in a timely manner by the designated driver.
  - ▶ Ensures all proper documentation is completed, including IDN's and completion of the Activity Record.
  - ▶ Reports any unusual occurrences (behavioral, medical) and/or problems to the Unit Supervisor/designee for care or follow-up.
  - ▶ Reports significant concerns to the Unit Supervisor and/or Program Director, as indicated.

Unit Supervisor/Shift Lead:

- Reviews the Off-Campus Trip Sheet for completion.
- Reviews the staffing ratio on the residence and ensures acuity needs are met prior to approving the outing.
- Reviews staffing needs for the outing.
- Reviews appropriateness of clients participating in the trip.
- Impromptu trips:
  - ▶ Follows all steps above.
  - ▶ Contacts the Unit Supervisor for a verbal approval.
  - ▶ Once the verbal approval is obtained from the Unit Supervisors, contacts the Program Director for their verbal approval of the trip.
  - ▶ Signs on the form indicating the Unit Supervisor's and Program Director's verbal approval.
  - ▶ Any changes to the form (alternates of clients/staff) must be communicated and approved by the Program Director.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES (cont)

5.

TRANSPORTATION SAFETY

There are alternative types of vehicle transportation which may be used to transport people. In keeping with Vehicle Code requirements and Department policy, these alternatives include the use of:

Mini Buses or Passenger Vans Driven by Fairview employees

- ▶ Drivers must possess a California class C drivers license.
- ▶ A valid California class B drivers license with a "P" endorsement is required to drive any mini bus or passenger van type vehicle that is designed to carry 10 or more passengers, including the driver.
- ▶ Employees driving mini busses or passenger vans that are equipped with wheel chair lifts must have received training on the use of the equipment by School Bus Services prior to operating the vehicle.

Buses Driven by Bus Drivers/Authorized Personnel

- ▶ Code as "any motor vehicle...designed for carrying more than ten persons including the driver and used or maintained for the transportation of passengers."
- ▶ A valid California Class 2 B Driver's License is required to drive any bus, including the so-called "mini" or "van" type vehicles, designed to carry "more than ten persons including the driver."
- ▶ Drivers must have a good driving record as verified by the Department of Motor Vehicles.
- ▶ Drivers must have the approval of their supervisor or other designated authority of the facility to drive and transport persons in a bus.
- ▶ The supervisor or other designated authority of the facility must be satisfied that the employee is in fact experienced and competent to drive a bus before authorizing the employee to do so -- even though the employee is appropriately licensed.
- ▶ Persons who live at Fairview may only be transported in an approved bus, each person in the vehicle must have a seat belt. Each seat must be designed for installation in the vehicle and must be securely fastened to the body of the vehicle.
- ▶ Vehicles used must have seat belts -- employees and passengers must use them.
- ▶ The driver must inspect the vehicle prior to and after each use. Any necessary repairs must be completed prior to the next use of the vehicle. The driver is responsible for clean-out of debris, spills, etc., of the vehicle interior at the end of each trip.
- ▶ Each vehicle must have a planned maintenance schedule and this schedule must be followed.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: CLIENT OFF-CAMPUS ACTIVITIES (cont)

6.

Sedans (includes station wagons designed to carry not more than ten persons (including the driver).)

All drivers must possess a valid California Driver's License, have completed a State of California defensive driver training course within the past four years, have a good driving record as verified by the Department of Motor Vehicles (request on DMV Form DL254), and obtain appropriate supervisory authorization before using any vehicle to transport clients:

- ▶ State vehicles, rentals, or privately owned vehicles used to transport groups must be in good mechanical repair.
- ▶ Standard Form 261, Authorization to Use Privately Owned Vehicles on State Business, must be completed, approved, and on file in the Accounting Office before a driver can receive authorization to operate a privately owned vehicle for official state business. (Such authorization must be renewed annually.)
- ▶ Privately owned vehicles used to transport clients must carry at least the legal minimums for personal liability and property damage (currently \$15,000 for personal injury to, or death of one person; \$30,000 for injury to, or death of two or more persons in one accident; \$5,000 for property damage).
- ▶ All State, rental and privately owned vehicles must have seat belts and passengers must use them.
- ▶ The driver is responsible for the vehicle, the securing of the load, and for the safety of his passengers.

Common Carriers/Charter Party Carriers

Licensed by the State Public Utilities Commission (PUC).

- ▶ Contracts must include the minimum contract provisions and liability requirements of Section 1201.3 of the State Administrative Manual (SAM).
- ▶ Arrangements can be made for the above through your appropriate Program Director/Service Director.

###

**Fairview Developmental Center  
Off-Campus Trip Sheet**

Residence : \_\_\_\_\_

Date of trip: \_\_\_\_\_

Destination: \_\_\_\_\_

Duration of outing: \_\_\_\_\_

Time of pick up: \_\_\_\_\_

Pick-up location: \_\_\_\_\_

Type of trip:

☐ Vehicle ride only

☐ Trip (no snack/meal)

☐ Trip (snack and/or meal included)

**Directions:**

1. List all client names adjacent to the name of the employee/volunteer assigned to the individuals.
2. In the column designated "Supervision Level", the Level of Supervision is to be entered. This should relate specifically to the type of outing being provided, and based on the clients' needs at the date/time of the trip.
3. Check the column marked "W/C" (wheelchair) if the client requires the use of a wheelchair.
4. Check column "Meds" if medication will be administered for the client during the trip.
5. Check column marked "Attach." if special considerations for the client necessitate attached documents (ie. RASF, diet orders, etc.)
6. Prior to the trip, all employees/volunteers must initial next to their names, signifying their 1) review of the client's Risk Assessment Summary Form (RASF); 2) their awareness of the clients' levels of supervision, mobility status and special considerations (ie. diet, choking, AWOL, etc.)

	Client Name	Supervision Level	W/C	Meds	Attach	Employee/Volunteer Assigned to Client	Initials
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

CPS PD Initials: \_\_\_\_\_ CPS PA Initials: \_\_\_\_\_ Cell phone #: \_\_\_\_\_

**Approval:** By signing below, Residence Manager(s) and Trip/On-site Leader indicate that employees/volunteers have reviewed the client(s)'s RASF and are aware of their levels of supervision, mobility status and special considerations.

Form Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

Residence Manager(s): \_\_\_\_\_

Date: \_\_\_\_\_

Program Director: \_\_\_\_\_

Date: \_\_\_\_\_

Trip/On-site Leader: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LOST CLIENT PROCEDURES (per Policy and Procedure 5.5.3 Search for Missing Client)**

- > Notify the person in charge if the client is not immediately located.
- > Conduct a quick search of the immediate area.
- > Organize a search party of available staff and volunteers.
- > Ensure other clients remain under direct supervision.
- > Notify the Unit Supervisor, OPS and Telephone Operator

**LIST ALTERNATES:**

	Client Name	Supervision Level	W/C	Meds	Attach	Employee/Volunteer Assigned to Client	Initials
1.							
2.							
3.							

attatched C

FAIRVIEW DEVELOPMENTAL CENTER

POLICY MANUAL

SECTION 5 CLINICAL SERVICES - RESIDENTIAL

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5.2 BEHAVIOR MANAGEMENT SERVICES

---

5.2.1 INTRODUCTION

---

Behavior Management refers to efforts to increase adaptive behaviors by modifying maladaptive or inappropriate behaviors and replacing them with behaviors that are adaptive and socially acceptable.

Maladaptive behaviors are those behaviors that interfere with entry into a less restrictive environment. They impede social development and acceptance. They limit an individual by inhibiting the development of skills necessary for movement into residential, educational, vocational and recreational settings that are less restrictive; settings where an individual may exercise a higher level of personal autonomy. They prevent an individual from attaining a maturity level necessary to make choices and to exercise his/her rights to the fullest extent possible. Maladaptive behaviors include those behaviors that are considered self-injurious, those that result in injury to others, those resulting in damage to the environment, and those that may be viewed by society as unacceptable and/or inappropriate.

Specialized services are required for individuals who exhibit maladaptive behaviors. These services include the application of behavior modifying techniques and interventions. These techniques/interventions are not used in the absence of a maladaptive behavior, in retribution or for the convenience of staff. Behavior management principles and practices, in conjunction with the goals of normalization, necessitate that all attempts to modify behavior, by eliminating maladaptive behavior, occur in conjunction with adaptive skills training and in a manner that maintains the dignity of the individual. Programs utilizing these techniques and interventions are designed to teach individuals how to channel less desirable behavior into more adaptive expressions, to teach them the circumstances under which the behavior may be exhibited or to teach them adaptive/socially acceptable behaviors to replace the maladaptive behavior.

Behavior management services are based on the evaluation, discussion, and recommendation of the individual's Interdisciplinary Team. Prior to the implementation of a behavior management plan formal Functional Behavioral Assessment is completed. The team will review the results of the assessment and the recommendations. The behavior support plan will be based on, and derived from the Functional Behavioral Assessment. The team will determine the need for additional evaluations and/or consultations and obtain when indicated. Consultation may include such things as additional medical evaluations, speech and language evaluations, and audiology evaluations.

In designing a behavior management plan the goals of normalization, of positive growth, and of least restrictive treatment alternatives are all considered. The plan developed will incorporate the least restrictive methodology and/or technique considered to have the highest probability of being effective based on research and the individual's personal history. The plan will be designed to maximize the growth and development of the individual by incorporating a hierarchy of available methods/techniques which emphasize positive approaches and lead progressively to less restrictive methods of managing the behavior. Training steps and/or services and supports needed to minimize risk or the potential for injury to the client from maladaptive behaviors will be included in the plan.

## SECTION 5 CLINICAL SERVICES - RESIDENTIAL

### 5.2 BEHAVIOR MANAGEMENT SERVICES

#### 5.2.1 INTRODUCTION (cont.)

2.

Any potentially harmful effects associated with the use of proposed interventions are weighed carefully against the harmful effects of the targeted behavior(s) and will only be incorporated into the program when it has been determined by the interdisciplinary team that the harmful effects of the behavior clearly outweigh any potential harmful effects of the procedure.

If an individual's interdisciplinary team determines there is a need for assistance in the planning and/or implementation of a behavior management program, consultation services are obtained. The individual and his/her parents or other representative are encouraged to participate, to the fullest extent possible, in the development and implementation of the behavior management plan.

Special attention is given to protecting the rights of individuals who require behavior management services. Programs considered to be highly restrictive require specific consent, review by the Behavior Management and Human Rights Committees, and approval by the Executive Director (designee), prior to being implemented.

Persons who implement behavior management programs are trained in the ethical and legal issues and basic techniques of behavior management, as well as in the specific procedures of written programs to manage maladaptive behavior. Techniques are implemented in a manner that protects the safety and well-being of the individual at all times.

In the event of fire or other emergencies, Fire and Life Safety Policies and Procedures supersede these policies/procedures. Provisions are made to ensure the safety of all residents in the event of a fire or other type of emergency where it is necessary to evacuate the building. Behavior techniques in effect at the time of an emergency are immediately discontinued and sufficient staff obtained to ensure the safety and well-being of the residents during the emergency and following the evacuation.

Agencies who provide services to residents of the Center must comply with the requirements defined in the Behavior Management Services Section of the Human Rights Manual, where applicable, in the delivery of those services whether the services are provided on or off campus.

The policies and procedures relating to Behavior Management Services were developed and/or reviewed by a representation of members of Fairview's Behavior Management Committee, Human Rights Committee, Resident Community Association, Advisory Board and Parent Group as well as the Clients' Rights Advocate and other agency staff. Any proposed revisions to these policies or procedures, considered to have a major impact on Fairview's Behavior Management Services, will be subject to the same review process.

If, at any time, an individual or his/her representative believes that the Center's policies or procedures relating to Behavior Management Services are in conflict with, or not supported by, state-of-the-art principles and practices or feel that techniques and/or interventions are being improperly or unreasonably applied or feel that a decision has been made that they are not in agreement with, they may file a complaint with the Client's Rights Advocate or request a Fair Hearing with the Executive Director (See policy Complaint and Fair Hearing Provision).

## SECTION 5 CLINICAL SERVICES - RESIDENTIAL

### 5.2 BEHAVIOR MANAGEMENT SERVICES

#### 5.2.1 INTRODUCTION (cont.)

3.

The procedure on how to obtain consultation services and the guidelines for completing a Functional Behavior Assessment are outlined in the Human Rights Manual.

###

#### Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	H & S	S22/ICF	S22/SNF	S17/DDS	W/I	Proc
**	111 114 125	483.450	483.13(a)	1180	76317 76329 76331	72319	50800 50823	4700	HR





# FAIRVIEW DEVELOPMENTAL CENTER

## PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE

It is the responsibility of all employees to provide a safe and secure environment for all clients who reside at Fairview. Each program is responsible for developing an internal behavior crisis response process that best meets their specific needs. If, however, an individual displays behavior of such intensity/severity that additional staff are needed to ensure safety, the following will be implemented. Designated residences will have identified trained staff who will respond to the crisis when the paging system is activated by the telephone operator.

### BEHAVIORAL CRISIS (ICF PROGRAM)

#### Responsibility

Shift Supervisor/Designee  
of designated residences:

#### Action

- At the beginning of each AM and PM shift, identifies a trained response team member to assist with a facility behavior crisis.
- For ICF residences, ensures the pager is in working condition.

#### When a Behavioral Crisis occurs:

Reporting staff

- Ensure the safety of the client (s) and staff.
- Immediately notifies the Telephone Operator by dialing "77", indicating that they are having a behavioral crisis and additional staff is needed. Briefly describe circumstances, the number of clients involved, and any weapons used. Advises them of their specific location. (ie, Residence 42, Rm. #234; Work Activity Center, Rm. #4; Outside of the auditorium, south corner, etc.).

Telephone Operator

- When a call for a behavioral crisis is received, initiates the paging system for designated residences by activating the "66" (behavior crisis) paging code on the designated Residence pager, and indicating the specific location staff are to report to.
- Contacts OPS police to report to the location of the Behavior Crisis, along with other relevant information regarding circumstances, number of clients involved, and any weapons.

Shift Supervisor/designee:

- Once the "66" page has been received, immediately assesses the residence needs, and makes the necessary arrangements to release staff to the location of the behavior crisis. (Note: The pager stays on the residence).

Responsibility

Action

Crisis Response staff:

- Upon arrival to the identified area, follows the directions of the designated leader.
- Remains on site to assist as needed until released by the designated team leader.
- May be asked to assist with the debriefing process following the crisis.

Team Leader:

- Gives direction to arriving response team members.
- Informs response team if the client has been assessed to be at risk for injury during prone containment (i.e., obesity, heart condition, respiratory condition, etc.)
- Once sufficient crisis response staff have arrived, directs residence staff to notify the telephone operator that the response team has arrived by dialing "77" and indicate "88."
- Releases staff as crisis diminishes.

OPS Police:

- Arrives on the scene as part of the response team and assists as needed.
- If the situation is considered dangerous, (ie the individual has a weapon), may assume the responsibility as the leader.

**If interventions are utilized that are not an approved component of the client's behavior plan(s), the following applies:**

Responsibility

Action

Shift Supervisor/designee:

- Notifies Physician of the behavioral crisis.

Physician:

- Physically assess the situation, examines the client and initiate orders to resolve the crisis.
- Document care provided on the physician progress notes.

**Following resolution of the behavioral crisis:**

Responsibility

Action

Team Leader:

- Completes an Incident/Unusual Occurrence Report DS 2506-FDC1226.
- Coordinates the debriefing following the crisis.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE (cont)

3.

**Following resolution of the behavioral crisis: (cont)**

<u>Responsibility</u>	<u>Action</u>
OPS Police:	<ul style="list-style-type: none"><li>• Completes a Crime Incident Report DS 213, and submits to the OPS Commander/Designee.</li></ul>
Unit Supervisor/designee	<ul style="list-style-type: none"><li>• Ensures a debriefing is held and all required documentation is completed, ie: Incident/Unusual Occurrence Report, ID note, and intervention form if needed.</li><li>• Notifies the Program Director of the outcome of the behavior crisis.</li></ul>
Program Director/designee	<ul style="list-style-type: none"><li>• Completes a Clinical and Quality review of the behavior crisis.</li></ul>

**BEHAVIORAL CRISIS ON RESIDENCE 107/9**

When assistance is needed on Residence 107/9 the intercom system is used to announce the crisis, any time day or night. This provides for immediate notification to all staff in the Program.

<u>Responsibility</u>	<u>Action</u>
Reporting staff:	<ul style="list-style-type: none"><li>• Ensure the safety of the client (s) and staff.</li><li>• Immediately notifies the Telephone Operator by dialing "77", indicates their specific location and advises the operator that they are having a <u>behavioral crisis</u> and additional staff is needed.</li></ul>
Telephone Operator:	<ul style="list-style-type: none"><li>• Immediately announces over the intercom that a behavioral crisis exists on 107/9, stating "Attention, Attention: Behavioral Crisis on Residence 107/9".</li><li>• Repeats the announcement until notified that help has arrived and then announces cancellation of the crisis call by stating "Attention, Attention: 88 Behavioral Crisis on Residence 107/9."</li></ul>

**When sufficient help has arrived at the scene of the crisis:**

<u>Responsibility</u>	<u>Action</u>
Shift Supervisor/designee:	<ul style="list-style-type: none"><li>• Notifies the telephone operator that sufficient help has arrived by dialing "77" and indicate "88".</li></ul>

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: BEHAVIOR CRISIS RESPONSE (cont)

4.

**ELECTRONIC ALARM SYSTEM:**

- For those residences equipped with an electronic alarm system, personal transmitters are available to staff on duty. When an employee needs assistance, their scanner activates a light and voice alarm to summon help from other staff. The telephone operator is also alerted in the operator's station.
- If assistance is not immediately provided, a neighboring residence is alerted through a second alarm which is automatically activated if the alarm has not been shut off. All available staff will report to the location where the assistance is needed.
- If additional assistance is needed, the residence staff will notify the operator that they have a behavioral crisis and need the facility police to respond to the scene by dialing 77 on the telephone.
- The telephone operator will contact the OPS Police who will respond to the location and provide any needed assistance.

###

Attachment E

## FAIRVIEW DEVELOPMENTAL CENTER POLICY MANUAL

### SECTION 1 INTRODUCTION

#### 1.6 TREATMENT OF CLIENTS

The fundamental responsibility of every employee is to ensure the safety and well-being of individuals who live at the Center. Any form of neglect or abuse is expressly prohibited. All employees of the Center are mandated reporters and must immediately report any known or suspected abuse to Police Services with the Office of Protective Services (OPS) at the Center (See Procedure 1.6, Reporting Alleged Mistreatment of Clients). Employees must constantly be alert to ensure that individuals served are not mistreated, neglected or abused in any way by any person. Staff will scrutinize any injuries which may be indicative of abuse. The following descriptions may indicate that a problem exists or someone has been a victim of abuse: Unusual patterns of injury, unusual or recurring scratches, bruises, skin tears, welts, bilateral bruising, "wrap around" bruises, bruises around the breasts or genital area, infections around the genital area, injuries caused by biting, cutting, pinching or twisting of limbs, burns, fractures or sprains, torn, stained or bloody underclothing, untreated medical conditions, signs of excessive drug use, injuries that are incompatible with explanations, a fear reaction to people in general, or certain individuals in particular, or any other suspicious injury/condition.

Abuse is the infliction of injury, unreasonable confinement, intimidation, or punishment resulting, or having the potential to result in, physical harm, pain, or mental anguish. Any contact, motion, or action to a client by staff, contract/supend employees, volunteers, visitors, family members, or others that is not considered a reasonable and prudent execution of one's duties and/or relationship to an individual, would be considered abuse. All client to client contact which results in physical harm, pain or mental anguish will be investigated by the OPS for potential neglect/abuse and/or potential battery.

Any reported, suspected, or observed abuse that is potentially a violation of criminal law shall be reported within the incident reporting process to all of the appropriate outside investigating and law enforcement agencies as required by law and to the Department of Developmental Services, Developmental Centers Division.

**Physical abuse** – the use of physical force that results in, or has the potential to result in, bodily injury, physical pain, or impairment. Examples include: kicking, pushing, slapping, hitting, shoving, shaking, scratching, biting, striking with or without an object, pinching, burning, etc. Other examples include: physical punishment, confinement, or unlawful use of restraints, and corporal punishment.

- During a behavioral episode, approved techniques will be utilized by staff to ensure the safety of the people who reside at the Center. Only the physical strength needed to ensure the individual's safety will be exercised. Sufficient assistance should be obtained from other employees so that injury to all parties can be avoided.

**Sexual abuse** – sexual contact that results from threats, force, or the inability of a person to give consent, and involving a range of activities, including, but not limited to, assault, rape, molestation or sexual harassment. Examples include: exhibitionism, forced viewing of pornographic material, intimate touching, including sexual touching or kissing, or any sexual activity that occurs without consent.

## SECTION 1 INTRODUCTION

### 1.6 TREATMENT OF CLIENTS (cont)

2.

**Verbal, Emotional or Psychological abuse** - Verbal or non-verbal infliction of anguish, pain, or distress that results in, or has the potential to result in, mental or emotional suffering. Examples include: demeaning statements, harassment, threats, insults, humiliation, teasing, or intimidation. Threatening harm or deprivation with verbal or non-verbal threats or gestures.

**Neglect** - Is defined as the negligent treatment or maltreatment of a person, which indicates harm or threatened harm to an individual's health or welfare. This includes the intentional failure to provide adequate food, clothing, shelter, medical care and supervision (includes sleeping on duty). Conditions which may indicate neglect include but are not limited to:

- a. **Physical** - deprivation of goods and services necessary to maintain physical or mental health. Examples include: withholding food/fluids, inadequate dress for weather conditions, poor personal hygiene, repeated accidents/injuries/client altercations without intervention, and unsanitary living conditions.
- b. **Medical** - lack of adequate medical/dental care. Examples include: not taking action on medical problems, prescribed treatment, or therapies. Not calling a physician when necessary; i.e., change of status. Failure to monitor for adverse drug reactions.
- c. **Abandonment** - the desertion or willful denial of service to a client by anyone having care or custody of that person under circumstances in which a reasonable person would continue to provide care and custody.

**Isolation** - Is defined as:

- Acts intentionally committed for the purpose of preventing, and that do serve to prevent, a client from receiving his or her mail or telephone calls.
- Telling a caller or prospective visitor that a client is not present, or does not wish to talk with the caller, or does not wish to meet with the visitor where the statement is false, is contrary to the express wishes of the client, whether he or she is competent or not, and is made for the purpose of preventing the client from having contact with family, friends, or concerned persons.
- False imprisonment, as defined in Section 236 of the Penal Code.
- Physical restraint of a client, for the purpose of preventing the client from meeting with visitors.

The acts of isolation indicated above shall be subject to a rebuttable presumption that they do not constitute isolation if they are performed pursuant to the instructions of a physician and surgeon licensed to practice medicine in the state, who is caring for the client at the time the instructions are given, and who gives the instructions as part of his or her medical care. The acts of isolation indicated above shall not constitute isolation if they are performed in response to a reasonably perceived threat of danger to property or physical safety.

**Fiduciary** - Illegal or improper use of a client's funds, property, or assets without informed consent and resulting in monetary, personal, or other benefits, gain, or profit for the perpetrator; or monetary or personal loss by the client. Examples include: stealing, cashing checks without permission, forging signatures, misusing money or possessions, improper use of conservatorship, guardianship, or power of attorney.



## SECTION 1 INTRODUCTION

### 1.6 TREATMENT OF CLIENTS (cont)

3.

**Restraints**- Unauthorized Restrictive Procedure. Examples include use of restraint (physical and medical) without full compliance with relevant state and federal regulations or where the use of the restraint was continued past the point necessary to control the behavior for which the restraint was initiated.

The facility will provide written information to all employees during orientation and annually regarding mandatory reporting of suspected or known abuse, the rights afforded to reporters of abuse and the penalties for failure to report abuse. In addition, all staff who provide service to clients will receive annual training in prevention, identification and reporting of abuse. Clients will receive training in the prevention and reporting of abuse.

**Statutory requirements for mandatory reporting of suspected or known abuse:**

Any employee who has knowledge of, or observes a child or dependent adult, in his or her professional capacity or within the scope of his or her employment, who he or she knows has been the victim of abuse, or who has injuries under circumstances which are consistent with abuse shall be responsible for:

- ▶ Immediately reporting the information to the Police Services by dialing ext. "888" and the individual's Program Director, regardless of the time of day, and
- ▶ Immediately reporting any observed or suspected case of client abuse to the local child protective agency, if the person is under 18 years of age, or
- ▶ Immediately reporting any observed or suspected case of client abuse to the Adult Protective Services/Elder Abuse Office if the client is 18 years of age or older and the incident occurred off facility grounds.

**Failure to report such information is a crime in addition to being a cause for disciplinary action.**

**Penalties for Failure to Report Suspected or Known Abuse:**

Failure to report physical, verbal, emotional, psychological, fiduciary or sexual abuse, or neglect is punishable by not more than six months in the county jail or by a fine of not more than one thousand dollars (\$1,000), or by both. Any mandated reporter who willfully fails to report physical abuse, abandonment, isolation, financial abuse, or neglect, where that abuse results in death or great bodily injury, is punishable by not more than one year in a county jail or by a fine of not more than five thousand dollars (\$5,000) or by both that fine and imprisonment.

No manager, supervisor, or employee of the Center, Division or Department shall take any retaliatory action against any employee, agent, parent, relative, client, or volunteer in service at the Center, Division or Department for reporting an alleged criminal/unlawful/improper act or an alleged violation of a Department, Division or Center policy or directive.

Whenever an allegation of client mistreatment is received from any source OPS staff responds and an immediate investigation is made of the allegation. All allegations of client mistreatment, whether they have occurred within or outside the Center, are investigated by the law enforcement agency having jurisdiction. All incidents between clients are reviewed for the need for a full investigation. Investigative services are available 24 hours a day.

## SECTION 1 INTRODUCTION

### 1.6 TREATMENT OF CLIENTS (cont)

4.

All allegations of client mistreatment are investigated by Police Officers or Investigators in OPS. When there is probability that a criminal act has been committed, the incident will be referred to the Orange County District Attorney's Office or the State Attorney General.

#### Rights and Protections Afforded to Reporters of Suspected or Known Abuse:

Supervisors and/or administrators will assure that reporting duties associated with abuse are not impeded or inhibited. They are also responsible for assuring that no retaliation is taken against the person making the report. All information revealed during the investigation of an alleged mistreatment is treated sensitively and limited to those in the need to know. No person who reports a known or suspected instance of abuse will be held civilly or criminally liable for any report initiated, nor will they incur civil or criminal liability as a result of any reported abuse, unless it can be proven that a false report was made and the person knew that the report was false. In order to further limit the financial hardship that those persons may incur as a result of fulfilling their legal responsibilities, they will not be unfairly burdened by legal fees incurred in defending those actions.

Posters that direct employees, client and family members as to how to report observed or suspected mistreatment of individuals are permanently posted throughout the facility in areas frequented by individuals and their family members. Family members are also provided a copy of the abuse reporting policy upon admission.

If at any time a client, his/her parents or other representative, or any other person has a concern regarding the investigation of an incident of alleged mistreatment, they may file a Complaint or request a Fair Hearing (See policy 1.7, Complaint/Grievance and Fair Hearing Provision).

When client mistreatment is substantiated, appropriate disciplinary action will be taken. In addition, when there is evidence of a violation of the standards which govern one's professional license, the appropriate licensing board will be notified.

Procedures associated with reporting, documenting and investigating observed, reported or suspected client mistreatment are outlined in the Introduction Section of the facility Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DCD	S17/DDS	F42/ICF	F42/SNF	S22/A	S22/ICF	S22/SNF	PenalCode	SGovCode	W/I	Proc.
126		54327	483.420(c)	483.13	70737	76333	72527	11165	19572	15630	1
312.302			483.420(d)			76521	72541	11166		15631	
304.402			483.450(a)			76525(a)(7)				15632	
404						76551(d)				15633	
										15634	
										15650	



# FAIRVIEW DEVELOPMENTAL CENTER

## POLICY MANUAL

### SECTION 1 INTRODUCTION

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#### 1.5 CLIENT RIGHTS

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##### 1.5.1 INTRODUCTION

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Individuals who reside at Fairview Developmental Center possess all the same legal rights, privileges and responsibilities as other citizens of California, except those specifically denied by law. Each person is actively assisted and encouraged to exercise those rights and privileges to the fullest extent of his/her ability, including participation in the political process when requested.

No otherwise qualified person, by reason of having a developmental disability, is subjected to discrimination under any program or activity which receives public funds or is denied the benefits of such a program or activity.

The admission and treatment of a person who resides at the Center does not presume legal incompetence. The determination of legal incompetence can only be made by a court of law. The Center acknowledges the need for, and encourages the implementation of, advocacy for all residents to ensure that their rights are protected. It is the responsibility of every person who provides services to the individuals of the Center to maintain an atmosphere in which positive action is taken to ensure that all individuals have the opportunity to enhance their self image, preserve their human dignity, exercise their rights and to receive reasonable protection from identified risks to their physical, mental and emotional well being.

Individuals are encouraged and assisted, throughout their residency at the Center, to execute their rights as citizens and, to this end, to voice grievances and recommend changes to the staff, or any other person, regarding the Center's policies and/or services and be free from any restraint, interference, coercion, discrimination or reprisal for such actions. Training in the rights and responsibilities of citizenship, such as those associated with voting, social and employment activities, client affairs, law enforcement, legal assistance and advocacy, is provided to individuals.

Parents or surrogates, in conjunction with the Clients' Rights Advocate, act on behalf of individuals and, at times when they are unable to do so for themselves, to ensure that their rights are exercised. Individuals and their parents or surrogates are advised of their rights at regular, periodic intervals.

The Center provides individuals and their parents or surrogates with referral to, and assistance in, procuring advocacy, guardianship/conservatorship or protective services whenever there is a need or desire for such services.

Area boards are permitted to appoint an advocate to assist clients who have no parent, guardian or conservator to represent their interests. To make such an appointment, the client or Interdisciplinary Team must either have requested the appointment of a representative or, as determined by the area board, the client's rights or interests will not be properly protected or advocated without a representative being appointed. If it is determined an advocate is needed or desired by the client, the Area Board XI Volunteer Advocate Coordinator will be notified to provide services. Individuals are ensured access to their advocate or lawyer at any time.

## SECTION 1 INTRODUCTION

### 1.5 CLIENT RIGHTS

#### 1.5.1 INTRODUCTION (cont.)

2.

Any person having knowledge of any practices inconsistent with this policy or its associated procedures is responsible for immediately advising the Clients' Rights Advocate so that such practices may be promptly investigated and appropriate action taken.

Procedures associated with notification of rights and with the procurement of advocacy, guardianship or conservatorship are outlined in the Introduction Section of the facility Procedure Manual. Procedures associated with obtaining legal/protective services are outlined in the Executive Section of the facility Procedure Manual.

###

#### Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	S17/DDS	S22/ICF	S22/SNF	S22/A	SB	Proc.
	101	483.420(a)	483.10	50510	76525	72527	70707	1039	I
	105		483.12(a)	50520					E
			483.13	50550					

# FAIRVIEW DEVELOPMENTAL CENTER

## POLICY MANUAL

### SECTION 1 INTRODUCTION

#### 1.5 CLIENT RIGHTS

##### 1.5.2 SPECIFIC RIGHTS

In addition to those rights afforded all citizens of California, there are certain other rights specifically provided to persons with developmental disabilities by the California Welfare and Institutions Code and the California Administrative Codes.

The periodic notification and explanation of rights to individuals who reside at the Center, their parents, guardians or conservators include, in each instance, all the rights indicated below.

*All persons residing at Fairview have a right to treatment and habilitation services in the least restrictive environment.*

Treatment and habilitation services and supports should foster the developmental potential of the person and be directed toward the achievement of the most independent, productive, and normal lives possible. Services will protect one's personal liberty, provide the least restrictive conditions necessary to achieve the purposes of treatment, services or supports, and afford the following:

- ▶ *A right to dignity, privacy and humane care;*
- ▶ *A right to participate in an appropriate program of publicly supported education, regardless of disability until age 22;*
- ▶ *A right to prompt medical care and treatment;*
- ▶ *A right to religious freedom and practice;*
- ▶ *A right to social interaction and participation in community activities;*
- ▶ *A right to physical exercise and recreational opportunities;*
- ▶ *A right to be free from harm, including unnecessary physical restraint or isolation, excessive medication, abuse or neglect;*
- ▶ *A right to be free from hazardous procedures.*
- ▶ *A right to make choices in their own lives, including, but not limited to, where and with whom they live, their relationships with people in their community, the way they spend their time, including education, employment, and leisure, the pursuit of their personal future, and program planning and implementation.*

*A right to wear one's own clothing.*

(Interpretation: Own clothing means that which belongs to an individual made available through personal funds, family, estate, etc.)

*A right to keep and use one's own personal possessions, including toilet articles.*

(Interpretation: Keep and use means direct access at any time for personal use and within individual discretion. Personal items may include recreational, educational, grooming, decorative items and other items that may be reasonably stored in the space provided.)

*A right to have access to individual space for one's private use.*

(Interpretation: the individual shall have access to personal storage space at all times without the need to receive permission unless he/she requests or needs assistance in locking or unlocking such storage area, except when access interferes with the welfare and rights of other individuals.)

## SECTION I INTRODUCTION

### 1.5 CLIENT RIGHTS

#### 1.5.2 SPECIFIC RIGHTS (cont.)

2.

- ▶ Request for a security lock by either the client, client's family or authorized representative shall be honored provided such request is for the purpose of securing client's personal property. Cost of the hardware requested shall be borne by either the client or by the family or authorized representative.
- ▶ Individual clothing storage space shall be of sufficient height to handle the person's full-length clothing. Bedside storage area should be of a type and size to accommodate ready access for personal articles.
- ▶ When the individual's additional clothing or possessions are stored elsewhere than at the bedside, he/she shall have access to these or the staff shall provide those items at reasonable times. When the individual's possessions are not being used, they shall be protected from loss, theft or damage.

#### *A right to see visitors each day.*

(Interpretation: To be allowed privacy for visits with family, friends, clergy, social worker, physician, any representative of the Secretary (Centers for Medicare and Medicaid Services), Department of Health Services (Licensing and Certification), any representative of the State, long term care Ombudsman, representative from Protection and Advocacy, or for professional or business purposes; to refuse to see visitors; to allow relatives or persons responsible to visit critically ill persons at any time, unless medically contraindicated; to have members of the clergy admitted at the request of the individual or person responsible at any time.)

- ▶ No visits shall be denied unless by court or other legally permissible order and only on an individual basis and for good cause.

#### *A right to have reasonable access to telephones both to make and receive confidential calls.*

(Interpretation: Telephones shall be made available. Each individual has the right to make and receive local calls and to make but not receive collect calls.)

- ▶ Personal or electronic monitoring of phone calls shall not be allowed. All persons should have reasonable assistance as needed due to a handicap. Reasonable rules regarding telephone use may be established for the benefit of access to all individuals. Families or guardians should be advised how to contact people who reside at the Center by phone.

#### *A right to voice grievances/complaints and recommend changes in policies and services to the facility, staff, and/or outside representatives without reprisal.*

(Interpretation: Grievances/complaints shall be acted upon promptly by the facility to resolve the issue, including those with respect to the behavior of other clients. The client shall be advised of the means of initiating review of a grievance/complaint and of the Fair Hearing Process.)

#### *A right to keep and spend a reasonable sum of one's own money for expenses and purchases. The right to send unopened correspondence.*

(Interpretation: Stationery, postage, and writing implements are made available to the client at his/her own expense.

## SECTION I INTRODUCTION

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### 1.5 CLIENT RIGHTS

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#### 1.5.2 SPECIFIC RIGHTS (cont.)

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3.

*The right to receive unopened correspondence.*

(Interpretation: Mail addressed to individuals will be delivered unopened unless:

- ▶ The person has voluntarily signed a "Consent to Release Information" form, or
- ▶ The individual's right to receive mail has been denied for good cause by Executive Director or her/his designee.
- ▶ There is strong reason to suspect that an incoming package contains illegal or harmful substances or objects.)

*The right to refuse shock treatment and any form of convulsive therapy.*

(Interpretation: This is an absolute right which shall not be denied for any cause.)

*The right to refuse psycho-surgery.*

(Interpretation: This is an absolute right which shall not be denied for any cause.)

*The right to refuse behavior modification techniques which cause pain or trauma.*

(Interpretation: This is an absolute right which may not be denied. The refusal may be verbal or non-verbal and may be manifested by such actions as continuously and purposefully running away from the person using or threatening to use a behavior modification technique in such a manner that indicates the technique itself is the source of continuing emotional discomfort. Upon such verbal or non-verbal indication, the technique objected to shall be discontinued immediately, or as soon as adequate provision for safety and survival of the individual and others in the living area have been made.)

*The right to be treated with consideration, respect and full recognition of the person's dignity and individuality including privacy in treatment and in the care for personal needs.*

(Interpretation: When optimal circumstances do not exist for maintaining privacy, alternatives such as portable privacy screens and window covers are used.)

*The right to be assured of confidentiality of records and to approve or refuse release to any individual outside the Center, except in the case of transfer to another facility or as required by law or third party payment contract.*

*The right to request release from the Center. To consent or refuse to consent to placement from the Center, to leave the Center if notice given.*

*The right to refuse treatment to the extent permitted by law and to be informed of the medical consequences of such refusal.*

*The right to be transferred or discharged only for medical reasons or for the welfare of the individual or other individuals and to be given reasonable advanced notice to ensure orderly transfer or discharge.*

*The right to manage one's own personal financial affairs, or if unable to do so, to be given at least a quarterly accounting (to the individual or responsible relative, guardian or conservator) of financial transactions made on his behalf.*

## SECTION I INTRODUCTION

### 1.5 CLIENT RIGHTS

#### 1.5.2 SPECIFIC RIGHTS (cont.)

4.

*The right to be free from mental and physical abuse and to be free from chemical and physical restraints except as authorized in writing by a physician for a specified and limited period of time, and when necessary, to protect the individual from injury to himself or others.*

*The right not to be required to perform services for the facility that are not included for therapeutic objectives and plans.*

*The right to meet with and participate in activities of social, religious and community groups at the individual's discretion.*

*The right to have means of contacting the Center's Clients' Rights Advocate made known to him and, through that person, the means of obtaining legal counsel.*

*The right to be free from seclusion.*

*The right to not be sterilized without consent.*

*The right to be free from discrimination for race, color, sex, etc.*

*The right to have estate managed and protected.*

*The right not to be presumed incompetent because of having been evaluated or treated.*

*The right to be fully informed prior to or at the time of admission and during stay, of services available at the Center, of any locked conditions and of any charges by the Center for services.*

*The right to examine the results of the most recent survey of the facility conducted by State and Federal surveyors and any plan of correction in effect with respect to the facility.*

*The right to receive notice before a change in room or roommate is made.*

In addition to all of the other rights, each person who resides in a state developmental center shall be accorded the following rights:

*If voluntarily detained, to have access to a current and up-to-date copy of the California Welfare and Institutions Code.*

*(This right includes the right to have assistance from the Client's Rights Advocate in the reading and understanding of the Code).*

*To give or withhold consent for treatments and procedures, in the absence of a judicial order or other provision of law which provides for the exercise of this right to devolve to another party.*

## SECTION I INTRODUCTION

### 1.5 CLIENT RIGHTS

#### 1.5.2 SPECIFIC RIGHTS (cont.)

5.

*To be provided with the amount of funds specified in the Welfare and Institutions Code, Section 4474 for personal and incidental use if, following the initial thirty (30) days of developmental center residency, the person is not receiving an amount of income for such use which is equal to or greater than the amount authorized by Section 4474.*

See FDC Policy and Procedure 1.7 for information on Complaints/Grievances and Fair Hearing Provisions.

###

#### Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	S17/DDS	S22/ICF	S22/SNF	S22/A	S9	W/I	Proc.
	101	483.420	483.10	50510	76331	72527	70707	861	4474	
	105		483.12		76525			8652	4502-4511	
			483.13						4800-4804	
									5325	
									5328	
									6000-6002	
									7254	





# FAIRVIEW DEVELOPMENTAL CENTER

## POLICY MANUAL

### SECTION 5. CLINICAL SERVICES - RESIDENTIAL

#### 5.6 HEALTH CARE

##### 5.6.3 MEDICAL EMERGENCY INTERVENTION SERVICES

Emergency intervention services are available at the Center 24 hours a day, 7 days a week.

A medical emergency exists when the condition of an individual is, or has the potential of being, compromised if immediate medical attention is not provided. There is a physician available to respond to medical emergencies any time of the day or night at any location on campus. In the event the physician is unable to respond immediately or if the individual's medical condition warrants, the paramedics are called.

Emergency telephone numbers are posted on the telephone in each residence and activity area. The telephone number of the nearest poison control center is also posted on each telephone.

If an individual requires emergency medical services while off campus, he/she is taken to the nearest Emergency Center or the paramedics are called.

All medical emergencies are considered as Incidents and require review using the Incident Reporting process. (See policy/procedure on Incident Reporting.)

Procedures associated with Obtaining Emergency Assistance and Incidents Involving Ingestion of Poisonous/Toxic Substances are outlined in the Clinical Services - Residential section of the facility Procedure Manual. Procedures associated with Emergency Medical Conditions are outlined in the Health Care/Nursing Procedure Manual.

###

Authority Source and Associated Procedures

FDC	DDS	F42/ICF	F42/SNF	F42/HOSP	S22/ICF	S22/SNF	S22/A	W/I	Proc
		483.430(c) 483.460	483.40(d)		76341(b)(7) 76641	72301(g) 72631	70703(g) 70859		NP BM CSR

## FAIRVIEW DEVELOPMENTAL CENTER

### POLICY MANUAL

#### SECTION 5 CLINICAL SERVICES – RESIDENTIAL

##### 5.5 CLIENT SAFETY

##### 5.5.5 INCIDENT AND CLIENT INJURY REPORTING

An incident is defined as any occurrence which is physically or psychologically harmful to a client and/or inconsistent with a client's expected behavior/condition or any occurrence that does, or has the potential of, compromising the individual's safety or adversely affecting the operation of the Center or the Department.

The purpose of maintaining an incident reporting system is to assure:

- ▶ that each incident is thoroughly investigated and analyzed to determine the cause, that appropriate action was taken at the time of the incident,
- ▶ that remedial action is taken to prevent a recurrence of similar incidents in the future,
- ▶ that management is alerted to situations which may result in legal action, adverse publicity or other repercussions and
- ▶ that data is analyzed and plans for improvement are developed, implemented, and monitored for effectiveness.

The types of Incidents defined in 5.5.5 Attachment A, are to be reported to Center management within 48 hours of the incident. Incidents, as defined in 5.5.5 Attachment B, are considered to be Headquarters Reportable and are to be reported to Center Management within one working day (24 hours). All incidents are reported utilizing form DS 2506, "Incident/Unusual Occurrence Report."

Serious incidents of unknown cause as defined in Procedure 5.5.5, Incident /Unusual Occurrence Reporting, are to be investigated by the Office of Protective Services (OPS) and will be reported to the Costa Mesa Police Dept. by (OPS), via fax, utilizing form DS 213, "Crime Incident Form", or other forms of communication if required. Status/Results of the investigation will be provided to the Executive Director within 5 working days.

All Headquarters Reportable Incidents are to be reported to the Quality Assurance Section, Developmental Centers Division, within one working day (24 hours) following the occurrence of the incident, via email, utilizing form DS 2535, "Incident Brief." The Executive Director/designee will verbally contact DCD, Deputy Director/designee of high profile, potential media related event within one hour of the incident.

All incidents of unknown cause, any injury or death related to behavior restraint use, and allegations of abuse are immediately reported to the Executive Director and investigated. The Clinical Director, Director of Agency Evaluation, and Office of Protective Services review all unknown injuries, any injury or death related to behavior restraint use, and abuse allegations.

Incidents, as defined in 5.5.5 Attachment C, are to be reported via fax to the Licensing Office within 24 hours or the following work day if the incident occurs on a weekend/holiday. A Regional Center Incident Brief will be completed and mailed to the Director of the client's Regional Center for all incidents reported to Headquarters and Licensing. Protection and Advocacy Inc. will be notified via fax by close of business day following the event, of any serious injury or death related to, or occurring as a result of restraint use.

## SECTION 5 CLINICAL SERVICES – RESIDENTIAL

### 5.5 CLIENT SAFETY

#### 5.5.5 INCIDENT AND CLIENT INJURY REPORTING

2.

An investigation can be requested during the review of any incident if suspicious bruising or other trends/patterns are noted which could constitute abuse.

Procedures associated with Incident reporting are outlined in the Clinical Services - Residential section of the facility Procedure Manual.

###

#### Authority Source and Associated Procedures

FDC	DCD	F42/ICF	F42/SNF	F42/HOSP	S22/ICF	S22/SNF	S22/A	W/I	Proc.
	118 508	483.420(c)(6)	483.10(b)(11)(i)(A)		76521(c)(12) 76551(d)	72521(c)(6) 72541	70737		CSR

## FAIRVIEW DEVELOPMENTAL CENTER

### PROCEDURE MANUAL

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT

It is the responsibility of all employees to provide a safe and secure environment for all clients who reside at Fairview. When a client is found missing, a Search Team will be convened and search procedures will be implemented. All residences will have available on each AM and PM shift an identified staff that is trained as a member of the Search Team. When it has been determined or highly suspected that a client is found missing the paging system will be activated by the telephone operator to alert staff that Search Team members are to report to the Central Command Post in the lobby of the Administration building.

#### Responsibility

#### Action

Unit Supervisor/Designee:

- On admission or when an AWOL risk is identified, for those clients with known AWOL risk, completes Section 1 of the AWOL Information Sheet FDC 191, attaches the client's picture, signs and dates the form. (see RP:5.5.3 Attachment B)
- Keeps the AWOL Information Sheet on file on the residence.
- On a monthly basis, reviews the AWOL Information Sheet for accuracy and revises the form as necessary.

Shift Supervisor/Acting Shift Lead

- At the beginning of each AM and PM shift, identifies the designated search team member.
- Carries the pager on their person so that it can be heard when activated.
- For ICF residences, ensures the pager is in working condition.

#### When it has been determined or highly suspected that a client is found missing:

Residence Personnel and/or Escort  
noting client's absence:

- Immediately notifies Dispatcher Clerk, Office of Protective Services (OPS), and clients Unit Supervisor/Designee.
- Initiates a search of the immediate area and/or residence. (See RP: 5.5.3 Attachment A - Search For Missing Client Checklist).

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT

2.

**If the client is not found following a search of the immediate area and/or residence:**

**Responsibility**

**Action**

Unit Supervisor/Designee:

- Notifies Program Director (designee).
- For clients found missing who have previously been identified as an AWOL risk, immediately completes Section 2 of the AWOL Information Sheet and submits the information to Central Command Center.
- For clients who have not previously been identified as an AWOL risk, immediately completes Section 1 and 2 attaches a picture and submits the information to the Central Command Center.
- When it is highly suspected that a client will leave the facility, deploy staff to the facility exits and the lobby of the Administration building.
- For those clients who have no history of leaving campus, sends search team member to the lobby of the Administration building when paging system is activated.

Dispatcher Clerk:

- When a call is received from Residence personnel/escort that a client is missing, initiates the paging system:
  - ▶ During holidays, weekends and evening hours, contacts the Assistant Coordinator of Nursing Services (ACNS) to assume the duties of Incident Commander.
  - ▶ Announces over the PA system that Search Team members are to report to the Administration Building lobby.
  - ▶ Activates the out "AWOL" paging code on Residences and CNS/ACNS/NOD pagers indicating the Search Team members are to report to the Central Command post, in the lobby of the Administration Building.
  - ▶ Initiates the Sign-In Sheet for Search Team Members.
  - ▶ Notifies the Clinical Director who will keep the Executive Director informed of the search status.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

3.

Once the paging system is activated all identified Search Team members will assemble at the Central Command Post in the lobby of the Administration Building to receive information regarding the missing client and instructions for the search.

Responsibility

Action

OPS Police:

- On receiving notification of missing client, notifies the Sergeant/designee of the clients' absence.
- As determined by the OPS Commander/Designee, notifies the Costa Mesa Police Department and requests a general broadcast be made on the clients' absence.
- Notifies all surrounding police agencies informing them of the unauthorized absence. In cases where the client is known to have used public transportation in the past, then notifies the Orange County Transit Authority and informs them of the unauthorized absence.

OPS Sergeant:

- Ensure the client information is entered into the California Law Enforcement Telecommunications System (CLETS) Missing person System.
- Calls in all available off duty law enforcement employees and Fire Chief.

The involved Program Director/designee will assume the responsibility of the Incident Commander and coordinate the search efforts. During holidays, weekends, and evenings, the Assistant Coordinator of Nursing Services will assume the role of Incident Commander until relieved by the Program Director/designee.

Responsibility

Action

Incident Commander:

- Reports to the lobby within 5 minutes of receiving the page.
- Secures necessary materials needed to implement the search and establishes a central command post for the purpose of:
  - ▶ coordinating communications,
  - ▶ providing necessary equipment/supplies, including cellular telephones and/or two way radios, which are obtained from the Dispatcher Clerk.

DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

4.

Responsibility

Action

Incident Commander (cont)

- ▶ providing search participants with search grid maps, information sheets about the missing individual, search procedure handouts, contact cards and flashlights which are obtained from the Dispatcher Clerk
- ▶ Assign search groups, designate group leader, and assign designated area to search.

Shift Supervisor/Designee:

- Once the out "AWOL" page has been received, immediately assesses the residence needs, and makes the necessary arrangements to release the Search Team member and directs them to report to the lobby of the Administration Building.
- Assigns staff to complete a search of the residence and immediate surroundings for the missing client (s).

Search Team Members:

- Within 5 minutes of release from the residence, assemble at the Central Command Post in the lobby of the Administration Building to receive information and instructions from Incident Commander regarding the missing client.
- Sign-in on clipboard at the Central Command Post.
- The leader of each search group will communicate with the command post at least every 15 minutes by telephone or two way radio.
- Will continue to search in assigned area until relieved and/or search is terminated by the command post.
- When the client has been located, notifies the Telephone Operator of their location and that the client has been found. Remains with the client until the OPS police arrive to transport.
- After making written statements as to their # (radio/CP/etc) and area searched and any notable sightings, returns all two-way radios or other equipment issued to the Telephone Operator and reports back to their work assignment.

DEPARTMENT/SERVICE: CLINICAL SERVICES – RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

5.

Program Director/Designee:

- Notifies the client's parents/guardian/conservator and the Regional Center of the absence. Time frames for this notification will be at the discretion of the P.D. or designee.
- Assures that the individual's family is provided a status report on a periodic basis and as soon as possible after the client is located.
- Provides the Clinical Director with a periodic status report.

Clinical Director/Designee:

- Provides the Executive Director with a periodic status report.

Executive Director/Designee:

- Follows DCD protocol as outlined if determined to be an unusual circumstance or media event.

**CLIENT FOUND MISSING DURING OFF-CAMPUS ACTIVITY SUPERVISED BY FAIRVIEW STAFF** (Additional staff maybe contacted as needed to assist with the search).

Responsibility

Action

Client's Escort:

- Notify the person in charge if the client is not immediately located.
- Conduct a quick search of the immediate area.
- Organize a search party of available staff and volunteers.
- Ensure other clients remain under direct supervision.
- Notify the Unit Supervisor, OPS and Dispatcher Clerk.

Unit Supervisor/Designee:

- Contacts the Program Director upon receipt of notification that a client is found missing.

Program Director/Designee:

- Notifies the Clinical Director of the incident and arranges for available staff to go to the location to assist in the search as needed.
- Notifies or designates staff to notify the clients family.

Clinical Director/Designee:

- Notify the Executive Director of the incident.

RP: 5.5.3



DEPARTMENT/SERVICE: CLINICAL SERVICES - RESIDENTIAL

PROCEDURE: SEARCH FOR MISSING CLIENT (CONT)

6.

Responsibility

Action

Executive Director/Designee:

- Determines at what point Headquarters, the media, and licensing are to be notified.
- Follows DCD protocol as outlined if determined to be an unusual circumstance or media event.

OPS:

- Cooperates with involved Police Department in providing identifying information, picture, etc.
- Acts as liaison between the involved Police Department and the Center.

Dispatcher Clerk:

- When notified of the location of missing client immediately notifies the Police Officer on duty and the client's residence of their location.
- Notifies the Search Team members via the two way radio and sends an out "AWOL OVER" page indicating the client has been located.
- Announces over the PA system "AWOL OVER" twice.
- If the client is located by any outside agency, the operator will notify the residence and the Police Officer on duty for arrangements for the return of the individual.

**ONCE CLIENT HAS BEEN LOCATED**

Responsibility

Action

OPS Police:

- Notifies the involved Police Department and OPS Sergeant the client has been located.
- Immediately proceeds to the location and transports the client to their home residence.
- Completes a Crime/Incident Report, DS 213 documenting the circumstances surrounding the absence.
- Upon notification that the individual has been returned, will meet in the lobby and return the individual to his/her residence; or as arranged by outside agency.

Responsibility

Action

OPS Police: (cont)

- Investigates the circumstances surrounding the clients' unauthorized absence and completes a written report documenting the events.

Unit Supervisor/Designee:

- Notifies the Program Director.
- Upon return to the residence, notifies the physician to examine the client for possible injuries.
- Ensures:
  - ▶ the person initiating the search makes an appropriate entry in the individual's clinical record when the client is found.
  - ▶ the client is not in possession of any item which can be used as a weapon (See procedure 5.5.7 Client Searches)
  - ▶ the Incident Report form DS 2506 is completed
  - ▶ the family/guardian/conservator is notified that client has been located.

Program Director:

- Notifies the Clinical Director that the client has been found.

###

# Attachment 6

## FAIRVIEW DEVELOPMENTAL CENTER

### PROCEDURE MANUAL

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS

Employees of Fairview Developmental Center are mandated reporters. Any employee having information (either by direct observation or by report) of any act that he/she considered may be mistreatment of a person, or which may be construed by others to be mistreatment, shall immediately (regardless of the time of day) initiate the following:

#### Responsibility:

#### Action

Reporting employee:

- Immediately protects the safety of the individual by ensuring they are no longer in jeopardy of harm.
- Reports the information directly to 1) Office of Protective Services (OPS), abuse reporting line by dialing Ext. "888" and 2) the individual's Program Director.
- Report to a Child Abuse Protective Agency if the client is under age 18 or; Protective Services/Elder Abuse Office if the individual is age 18 or older and the alleged act occurred off facility grounds. (See procedure Reporting Alleged Child Abuse and Reporting Alleged Elder/Dependent Adult Abuse)
- Requests immediate examination of the person by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Immediately notifies the Unit Supervisor/designee of all allegations of abuse, and
- Initiates Incident Report/Unusual Occurrence, Form DS 2506. (See policy/procedure 5.5.5, Incident and Client Injury Reporting)
- Summarizes the allegation in the individual's record.
- Documents the allegation of abuse on the IDN Log (See Procedure 5.5.5, Minor Injury Reporting - Attachment A - IDN Log).

Shift Supervisor/Licensed Staff Designee:

- Immediately protects the safety of the individual by ensuring they are no longer in potential jeopardy of harm.
- Ensures the accused employee is immediately removed from client care pending investigation and further direction from the Program and/or Clinical Director.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

2.

Responsibility:

Action

Shift Supervisor/Licensed Staff Designee:

- Ensures the client is immediately assessed for possible injuries and assessment findings are documented in the IDN and Incident Report.
- Ensures immediate examination of the client by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Ensures immediate notification of the Unit Supervisor/designee of all allegations of abuse.
- Ensures the Incident Report/Unusual Occurrence Form DS 2506 is initiated by the reporting employee. (See policy/procedure 5.5.5: Incident and Client Injury Reporting).
- Ensures the allegation is summarized in the individual's record.
- Ensures the allegation of abuse is documented on the IDN Log (See Procedure 5.5.5, Minor Injury Reporting - Attachment A - IDN Log).

Physician/RNP:

- Immediately upon notification, completes a thorough examination of the person allegedly mistreated (regardless of the type of alleged abuse) and documents the results of the exam on the Incident Report/Unusual Occurrence form and the Physician's Progress Notes.
- **Suspected sexual assault/abuse incident with evidence that a sexual assault has occurred:**
  - ▶ To determine if a Sexual Assault Response Team (SART) examination is required for law enforcement purposes, consults with the Office of Protective Services (OPS) Special Investigator/Commander/Designee before any physical assessment takes place.
  - ▶ If trauma is present for the victim and immediate medical intervention is required, the physician will attempt to limit examination/treatment to avoid contamination of evidence.
- **Suspected sexual assault discovered during a physician's routine external assessment (i.e. physical exam, report of injury, or suspected injury):**
  - ▶ Consults with the OPS Special Investigator/Commander to determine if a SART examination is required for law enforcement purposes.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

3.

Responsibility:

Action

Physician: (cont)

- ▶ If trauma is present for the victim and immediate medical intervention is required, the physician will attempt to limit examination/treatment to avoid contamination of evidence.
- **Suspected sexual assault allegation without evidence an assault occurred:**
  - ▶ Following a consultation with the OPS Special Investigator/Commander, may examine the external genitalia, peri-anal area including inner thighs, buttocks, and anus for injuries and foreign materials for evidence/probable cause an assault took place.
  - ▶ May be asked to collect evidence (swab etc.) by OPS personnel when there is insufficient probable cause a sexual assault occurred.

OPS Police Officer:

- Immediately responds and notifies the Commander/designee.
- Takes color photographs of the individual regardless of whether or not injury is evident and secures photograph evidence.
- For sexual assault allegations:
  - ▶ Follows basic law enforcement standards as first responders.
  - ▶ Secures scene and ensures victim and subject is not bathed.
  - ▶ Interviews witnesses.
  - ▶ Notifies Commander through the chain of command.
  - ▶ For sexual assault allegation without sufficient probable cause to support a SART examination, collects evidence (photographs, clothing worn during or immediately after the alleged assault (victim and consenting subject) bed sheets, etc.).
- Completes the Crime Incident Report - DS 213 as soon as possible and forwards the report to the Sergeant for approval.

**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

4.

**Responsibility:**

**Action**

**Unit Supervisor/  
Designee:**

- Ensures the accused employee has been removed from client care pending further direction from the Program and/or Clinical Director.
- Sends a text message via GroupWise within 4 hours to the Executive Director, Clinical Director, Program Director and Director of Agency Evaluation.
- Ensures incident is documented on the 24-Hour Report
- Completes Level I review, ensures that form is completed accurately, and forwards to Program Director.
- Reviews the clinical records identified on the IDN Log daily to ensure required documentation has been completed. (See RP: 5.5.5 - Minor Injury Reporting - Attachment A - IDN Log).
- On a daily basis submits allegation of abuse data to the Program Office via the Executive Director Notification Log (See RP: 5.5.5 - Minor Injury Reporting - Attachment B).

**Program Director/  
Designee:**

- Ensures the OPS Police Officer on duty and physician have been notified.
- Ensures the accused employee has been removed from client care pending further discussion and direction with the Clinical Director.
- Ensures that the Unit Supervisor/designee has notified the Executive Director, Clinical Director, and Director of Agency Evaluation of all allegations of abuse by text message via GroupWise.
- Immediately notifies the Clinical Director and makes recommendations regarding the temporary reassignment of the employee involved.
- Notifies the individual's parents, conservator, guardian, advocate, and the Regional Center of the allegation.
- Notifies the employee of the nature of the allegation and assures the Employee Rights Information Sheet (FDC 162) and Notice of Confidentiality (DC 1214) was issued.

SUBJECT: TREATMENT OF CLIENTS

PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)

5.

Responsibility:

Program Director/  
Designee: (cont)

Action

- Completes the Level II review/investigation of the incident on the Incident/Unusual Occurrence Report. The Level II review will include:
  - ▶ the impact of the allegation on the client i.e., emotional, physical injury etc.
  - ▶ that psychological support has been provided as needed.
  - ▶ the disposition of the employee accused of mistreatment
  - ▶ that the Employee Rights Information Sheet (FDC 162) and Notice of Confidentiality (DC 1214) was issued.
  - ▶ recommendation of incident referral to the Office of Protective Services (OPS).
- Forwards completed Incident/Unusual Occurrence Report to Agency Evaluation/Risk Analyst within 24 hours of report of the incident. (Reports of incidents occurring on weekend/holidays are to be submitted by 1000 the next business day.)
- Ensures the Executive Director is immediately notified of all allegations of abuse via the ED Notification Log.
- Monday - Friday submits aggregate program data for allegations of abuse to the Executive Director, Clinical Director and QA Director via GroupWise. The Executive Director Notification Log will be utilized to communicate the information. Weekend and holiday information will be included on the next working day report.
- On weekends and holidays identifies one residence per program to submit aggregate program data for allegations of abuse directly to the Executive Director, Clinical Director, QA Director and Program Director via Group Wise every 24 hours. The Executive Director Notification Form (See RP: 5.5.5 - Attachment B) will be utilized to communicate the information.
- Upon request, will advise the parents/guardian/conservator/advocate of the investigation's outcome.

**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

6.

Responsibility

Action

**Clinical Director/Designee:**

- Upon receipt of the Incident/Unusual Occurrence Report, informs the Executive Director of the action taken.
- Completes Level III review/investigation. Review/investigation to include, 1) agreement/disagreement with Level II findings; 2) whether additional investigation is warranted.
- Reviews and signs the Incident Brief, DS 2535 and forwards to Agency Evaluation.

**Executive Director/Designee:**

- Reviews and the Incident/Unusual Occurrence Report and signs the Unusual Occurrence Reporting Form then forwards both to the Agency Evaluation Office.

**Agency Evaluation/Risk Analyst:**

- Prepares Incident/Unusual Occurrence Brief, DS 2535 and forwards to the Agency Evaluation Director for review/signature.
- Forwards Incident/Unusual Occurrence Reports of alleged abuse to the Clients' Rights Advocate for information only.
- Completes the Unusual Occurrence Reporting Form for Licensing and forwards to the Executive Director/designee for review/signature.
- Completed brief is sent to the Quality Assurance Section, Developmental Services Division and the completed Unusual Occurrence form is faxed to the local licensing office within one working day following the occurrence of the incident. Submits by mail, the Regional Center Incident/Unusual Occurrence Brief to the Director of the individual's Regional Center.
- Incidents that occur on the weekend/holiday are to be reported by close of business the next business day unless it is determined that the nature of the incident requires the immediate attention of Headquarters. In such cases, the incident is reported by telephone to the Deputy Director by the ED/CD followed by a copy of the brief.



**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

7.

Responsibility

Action

**ALLEGATIONS OF ABUSE REPORTED BY CLIENTS**

**OPS Police Officer:**

- Notifies the Program Director immediately upon receiving an allegation of abuse from a client and the commander/designee when the incident meets the criteria for notification.
- Takes color photographs of the individual regardless of whether or not injury is evident and secures photograph evidence.
- Ensures Residence staff has the needed information to complete the Incident/Unusual Occurrence Report, Form DS-2506.
- Completes the Crime Incident Report - DS 213 as soon as possible and forwards the report to the Sergeant/Commander for approval.

**Residence Staff:**

- Immediately protects the safety of the individual by ensuring they are no longer in jeopardy of harm.
- Immediately notifies the Unit Supervisor/designee of the allegation.
- Requests immediate examination of the person by the physician/RNP regardless of the type of alleged abuse or whether or not injury is evident.
- Initiates Incident/Unusual Occurrence Report, Form DS 2506, (See policy/procedure 5.5.5, Incident and Client Injury Reporting).

**ALLEGATIONS OF ABUSE OCCURRING OFF FACILITY GROUNDS**

When a center employee receives a call or other information regarding an allegation of abuse occurring off facility grounds (school, work, park, vehicle, home, etc.) the employee should attempt to determine as many details as possible from the reporting party including their name, the individual's name, and the location and time of the incident, and request a written statement or copy of the incident report when one is completed by the service provider.

- The person receiving the information will immediately notify the OPS Police abuse reporting line by dialing Ext. "888" and the individual's Program Director. Following the notification the person receiving the information documents the details on the Incident/Unusual Occurrence form and in the individual's clinical record.
- The Unit Supervisor/designee, within 4 hours, sends a text message via GroupWise to the Executive Director, Clinical Director, Program Director and Director of Agency Evaluation.

**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

8

**INCIDENTS BETWEEN CLIENTS**

Incidents between clients that result in injury, and/or if suspected assault or battery (physical abuse between clients) has occurred the following process will be followed:

**Responsibility**

**Action**

Residence Staff:

- Assures the safety of the individuals.
- Immediately notifies Police Services with the Office of Protective Services.
- Requests immediate examination of the person by the physician/RNP.
- Immediately notifies the Unit Supervisor/designee.
- Initiates Incident/Unusual Occurrence Report, Form DS 2506, (See policy/procedure 5.5.5, Incident and Client Injury Reporting).

Risk Analyst:

- Reviews incidents between clients and forwards a copy of the incident to OPS for review and a copy to the Clients' Rights Advocate for information only.

Office of Protective Services:

- Upon receiving a report of a client to client altercation, OPS shall, within 24 hours, initiate an investigation.

If the investigation reveals assault or battery has occurred:

**Responsibility**

**Action**

Program Director/Designee:

- Ensures the client is safe and no longer in jeopardy of harm.
- Ensures reporting procedures for physical abuse are followed.

Risk Analyst:

- Prepares Incident/Unusual Occurrence Brief, DS 2535 and forwards to Agency Evaluation Director for review/signature.
- Completes the Unusual Occurrence Reporting Form for Licensing and forwards to the Executive Director/designee for review/signature.
- Completed brief is sent to the Quality Assurance Section, Developmental Services Division and the completed Unusual Occurrence form to the local licensing office within one working day.

**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

9.

Responsibility

Action

Risk Analyst: (cont)

- Submits by mail, the Regional Center Incident/ Unusual Occurrence Brief to the Director of the individual's Regional Center.

Program Director:

- Assures the interdisciplinary teams of the involved individuals are convened to consider appropriate action, including, but not limited to: 1.) the potential for continuing the behavior, 2.) the need for a temporary or permanent change in residence, 3.) the need to design a behavioral program, and 4.) the need for counseling and/or legal services.

**INVESTIGATION OF REPORT OF ALLEGED MISTREATMENT**

Responsibility

Action

Office of Protective Services:

- The Commander/designee will request the assistance of other law enforcement agencies whenever, in the course of the investigation, it appears necessary.
- May request the assistance of the Program staff, medical staff and OPS police officers in conducting the investigation.
- OPS will provide the Executive Director with the status/results of the investigation within 5 working days. OPS may request the assistance of the Program/Service Director in conducting the investigation. The Program/Service Director (designee) shall serve as a resource person to the OPS and the accused employee.
- When reviewing an incident and assault or battery is suspected, follows established procedure, initiates investigation and notifies the Agency Evaluation/Quality Assurance office immediately.
- For suspected sexual assault/abuse, the Commander/Special Investigator can consult with the physician and determines the need for a SART examination. As soon as possible the determination is reported to the Executive and Clinical Directors.

**SUBJECT: TREATMENT OF CLIENTS**

**PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

10.

**Responsibility**

**Action**

**Risk Analyst:**

- For allegations that involve SNF individuals notifies Licensing, via letter, of the status/results of the investigation within 5 working days.
- For allegations that involve PTA/CNA staff, notifies Licensing/Certification via "Report of Misconduct" within one working day.

**Program Director:**

- Advises OPS Unit of employee location and how they can be contacted.

The following additional procedures are affected, to be accomplished under the direction of OPS:

- ▶ Appropriate facility staff members may be assigned to assist in the fact-finding investigation.
- ▶ All employees, volunteers or visitors having possible information concerning the facts of the case being investigated will be interviewed and are required to provide the facts of the case as known to them. Employees will be required to make, and visitors and volunteers will be urged to make, a written signed statement containing all of the facts of the case as known to them.
- ▶ All known persons having possible information concerning the allegation being investigated shall be interviewed. The interviewer shall make a written and signed report.

**Employee Rights Information Sheet**

Before questioning of the accused employee, Program/Service Director (designee) shall advise the employee of the allegation, the investigative process and their rights, using the Employee Rights Information Sheet designed for the purpose (See Exhibit A).

- ▶ the original completed form is given to the employee,
- ▶ a copy retained by the Program/Service Director (designee),

The Program/Service Director (designee) shall advise the employee periodically of the status of the investigation. The OPS will keep the Executive Director informed of the status of investigations.

**Availability of Employees During the Course of an Investigation**

In order to expeditiously complete the investigation of an alleged mistreatment, employees having possible information concerning the case may be required to work overtime while the investigation continues or off-duty employees may be required to return to the facility, upon the direction of the assigned OPS personnel.

**Information Revealed in Investigation of Alleged Mistreatment**

All information revealed during the investigation of an alleged mistreatment shall be treated sensitively and limited to those in the need to know. All employees involved in an investigation shall receive a Notice of Confidentiality FDC - 1214. The specific names of employees alleged to have mistreated individuals shall not be noted in that person's record, but they should be included on the Incident/Unusual Occurrence Report form.

**SUBJECT: TREATMENT OF CLIENTS****PROCEDURE: REPORTING ALLEGED MISTREATMENT OF CLIENTS (cont)**

11.

Incident/Unusual Occurrence Reports and files of the Office of Protective Services are not shared with other persons or agencies, except as required by code, regulation, DDS Policy or court ruling. Summaries of incidents, investigative findings, and disposition of cases may, however, be provided to those in the need to know, such as Regional Center, parents/guardians, Licensing and Certification, the Ombudsman, the Adult Protective Services/Elder Abuse Office or the Child Abuse Registry. Requests for summaries should be submitted in writing to the Department of Developmental Services Legal Office in Sacramento.

**Temporary Work Reassignment of Employee Allegedly Involved in Mistreatment Charges**

There is no presumption of guilt when an employee is accused of mistreatment and no intent to abridge or to deny the employee's right to due process. Even though employees are presumed to be without guilt unless the fact-finding investigation produces data which provides or finds substantiation of allegations, clients will be protected at all times. The Clinical Director in consultation with Program Management, and the Police Officer/Investigator, as needed will determine the need for reassignment on a case by case basis. The reassignment may include 1) an alternate assignment which permits controlled client contact and includes reassignment of the employee away from identified clients (or other staff). Alternate assignments will always include moving the accused employee away from the victim 2) Non-client contact which restricts all contact with clients and includes placement of an employee away from their regular work assignment and out of their normal work area. The employee will receive written notice when reassigned to a different shift or work location. (In making such a decision, the Executive Director/Designee will give consideration to the currently known facts, the nature and seriousness of the allegation, the effect on total population care, welfare of the individuals, welfare of the employee involved and parental reaction to the allegation etc.) The investigator shall immediately notify the Commander/Designee when facts arise during the course of the investigation which may impact an employee's current work assignment.

**ACTION TO BE TAKEN AT COMPLETION OF INVESTIGATION**

When the investigation has been completed, the Office of Protective Services' Commander shall submit the findings to the Executive Director, Clinical Director, Agency Evaluation Director, Program Director and Personnel Director for determination of the action to be taken (substantiated cases) in the case, based on the facts disclosed during the investigative process. Following the above determination, all cases alleging abuse will be forwarded to the Human Rights committee (HRC) for their review. Upon request, will advise, parents/guardian/conservator/advocate of the investigation's outcome.

Any remedial administrative action deemed appropriate by the Executive Director shall be submitted to the appropriate Program/Service Director for implementation.

The Program/Service Director shall inform the employee, in writing (any adverse action will be served on the employee by the Personnel Director's office), of the outcome of the investigation.

- ▶ the original is given to the employee,
- ▶ a copy retained by the Program/Service Director (designee)

# # #



**FDC/CCC Communication List****P-1**

Director	Doug Keller	957-5168
Assist.	Margo McLaughlin	327-6817
Nursing Coor.	John Barrett	327-6816

Residences under program: 1, 3, 7, 8, 9 and 16

**P-2**

Director	Terri Smith-Morse	957-5093
Assist.	Sue Bessette	957-5094
DTAC	Lisa Osorio	957-5316
Nursing Coor.	Cindy Robinson	957-5092

Residences under program: 11, 12, 14 and 18

**P-3**

Director	Ernie Valencia	957-5051
Assist.	Erinn Kanney	957-5052
DTAC	Lydia Fasulo	668-7652
Nursing Coor.	John Padilla	957-5053

Residences under program: 30, 36, 37, 38 and 39

**P-4**

Director	Judi Murray	957-5230
Assist.	Vacant	957-5229
DTAC	Larry DuBord	957-5191
Nursing Coor.	Debbie Ashlock	957-5228

Residences under program: 21, 23, 28, 29 and 31

**CPS**

Director	Deb Williams	957-5200
Assistant	Michael Hatton	957-5205
Assistant	Analynn dePerio	957-5206

<b>Communications (Key List)</b>	Paul Del Muro	957-5246
		Fax 957-5510

<b>Quality Assurance</b>	Alexis Taylor	957-5482
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## **Statement of Assurances for Protection of Personal Information**

### **Health Insurance Portability and Accountability Act**

**45 C.F.R. §164.502(e)(2)**

**45 C.F.R. §164.308(b)(4)**

### **State Administrative Manual**

**5300 et seq**

#### **1. Background**

The State Administrative Manual sections 5300.3 through 5345.2 (hereinafter SAM) require the State to classify data and to maintain the integrity and security of its automated information. SAM Section 5310 requires that State agencies establish agreements with non-state entities to establish appropriate policies and procedures for preserving the integrity and security of automated files and data bases. This includes the identification of appropriate levels of confidentiality based on data classification. Policy for data classification is in SAM section 5320.5 and defines confidential, sensitive and personal information. Under this policy, personal information includes protected health information and individually identifiable health information transmitted by or maintained in electronic media.

The Health Insurance Portability and Accountability Act of 1996 (hereinafter HIPAA) Privacy and Security Regulations (45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart E) establish standards to protect the security and privacy of individually identifiable health information created, maintained, or transmitted for the purpose of providing or paying for health care. Under this regulation, it is necessary that the State establish written agreements with contractors who create, receive, maintain or transmit individually identifiable health information on behalf of the State to assure that said contractors will safeguard such information in accordance with the requirements of the 45 C.F.R. Subpart A, Subchapter C, Part 164, Subpart C and Subpart E.

#### **2. Contract Practices**

For purposes of this Agreement, Contractor agrees to carry out the requirements set forth by the HIPAA Security and Privacy Regulations for business associates as well as the requirements set forth by the SAM.

#### **3. Definitions**

The following definitions shall apply to the terms used in this Agreement:

**Personal Information** is information that identifies or describes an individual including, but not limited to, the following:

- A. Notice-Triggering Personal Information**, defined as specific items or personal information (name plus Social Security Number, driver's license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if an unauthorized person acquires it. [Civil Code Sections 1798.29 and 1798.3];
- B. Protected Health Information**, defined as individually identifiable information created, received, or maintained by such organizations as health care payers, health care providers, health plans, and contractors to these entities, in electronic or physical form. [Confidentiality of Medical Information Act, Civil Code Section 56 et seq.]; [Patients' Access to Health Records Act, Health and Safety Code Sections 123100-123149.5]; [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164];
- C. Electronic Health Information**, defined as individually identifiable health information transmitted by electronic media or maintained in electronic media. [Health Insurance Portability and Accountability Act, 45 C.F.R. parts 160 and 164].

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R Part 160 and Part 164 of the implementing regulations HIPAA and those terms in SAM.

#### **4. Uses and Disclosures of Personal Information**

Except as otherwise provided in this Agreement, Contractor may use or disclose personal information to perform functions, activities or services for, or on behalf of, the State as specified in the contract, provided that such use or disclosure does not violate the HIPAA Security and Privacy Regulations if done by the State or the minimum necessary policies and procedures of the State or the minimum necessary policies and procedures of the state. [45 C.F.R. §164.504(e)(2)(i)]

Except as otherwise limited in this Agreement, Contractor may disclose personal information for the proper management and administration of the Contractor provided that disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. [45 C.F.R. §164.504(e)(4)]

Contractor may use personal information to report violations of law to the appropriate federal and state authorities consistent with 45 C.F.R. §164.502(j).

#### **5. Further Disclosure of Personal Information**

Contractor shall not use or further disclose personal information other than as permitted or required by this Agreement, or as required by law. [45 C.F.R. §164.504(e)(2)(ii)(A)]

**6. Safeguarding Personal Information**

Contractor shall use appropriate safeguards to prevent use or disclosure of personal information other than as provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(B)]

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic personal information it creates, receives, maintains, or transmits in an electronic format on behalf of the State. [45 C.F.R. §164.314(a)(2)(i)(A)]

Contractor shall ensure appropriate levels of confidentiality for the data based on data classification. [SAM 5320.5]

Contractor shall require that if a data file is downloaded to a mobile device or desktop computer from another computer system, the specifications for information integrity and security which have been established for the original data file must be applied in the new environment. [SAM 5310]

Contractor shall require encryption of State data that is confidential, sensitive, and personal when it is stored or transmitted using portable computing devices (including, but not limited to, laptops and notebook computers) and/or portable electronic storage media. [SAM 5310]

Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used. [SAM 5310]

Contractor shall comply, as appropriate, with all Department of Developmental Services Information Security Policies supplied to them by DDS. [SAM 5310]

**7. Uses and Disclosures of Personal Information not Provided for by this Agreement**

Contractor shall report to the State any use, disclosure, or security incident involving personal information of which it becomes aware that is not provided for by this Agreement. [45 C.F.R. §164.504(e)(2)(ii)(C)]; [45 C.F.R. §164.314(a)(2)(i)(C)]; and [SAM 5310]

Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of personal information by the contractor in violation of the requirements of this Agreement. [45 C.F.R. §164.530(f)]

**8. Agents and Subcontractors**

Contractor shall ensure that any agent, including a subcontractor, to whom the Contractor provides personal information received from, or created or received by the Contractor on behalf of the State, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information. [45 C.F.R. §164.504(e)(2)(ii)(D)]

Contractor shall ensure that any agent, including a subcontractor, to whom it provides personal information received from, or created or received by the Contractor on behalf of the State in electronic format, agrees to implement reasonable and appropriate safeguards to protect the electronic personal information. [45 C.F.R. §164.314(a)(2)(i)(B)]

**9. Access to Personal Information**

Contractor shall provide access, at the request of the State, and in the time and manner designated by the State, to personal information in a designated record set to the State or, as directed by the State, to an individual in order to meet the requirements of 45 C.F.R. §164.524. [45 C.F.R. §164.504(e)(2)(ii)(E)]

**10. Amendments to the Designated Record Sets**

Contractor shall make any amendment(s) to personal information in a designated record set that the State directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of the State or an individual, and in the time and manner designated by the State. [45 C.F.R. §164.504(e)(2)(ii)(F)]

**11. Documentation and Accounting of Disclosures**

Contractor shall document disclosures of personal information and information related to such disclosures as would be required for the State to respond to a request by an individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R. §164.504(e)(2)(ii)(G)]

Contractor shall provide to the State or an individual, in the time and manner designated by the State, information collected in accordance with 45 C.F.R. §164.528, to permit the State to respond to a request by the individual for an accounting of disclosures of personal information in accordance with 45 C.F.R. §164.528. [45 C.F.R. §164.504(e)(2)(ii)(G)]

**12. Records Available to the State and Secretary**

Contractor shall make its internal practices, books and records relating to the use and disclosure of personal information received from the State, or created or received by the Contractor on behalf of the State, available to the State or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the State's compliance with the HIPAA privacy requirements, in the time and manner designated by the State or the Secretary. [45 C.F.R. §164.504(e)(ii)(2)(H)]

**13. Personnel Designation**

Contractor shall designate a compliance official to be responsible for developing and implementing procedures necessary to carry out the contractor's obligations under this agreement.

Contractor shall designate an official to provide a signed confidentiality statement. [SAM 5310]

**14. Term and Termination**

**A. Term**

The Term of this Agreement shall terminate when all of the personal information provided by the State to the Contractor, or created or received by the Contractor on behalf of the State, is destroyed or returned to the State. [45 C.F.R. §164.505(e)(2)(iii)]; [45 C.F.R. §164.314(a)(2)(i)(D)]

**B. Termination for Cause**

Upon the State's knowledge of a pattern of activity or practice by the Contractor that constitutes a violation of this Agreement by the Contractor, State shall either: (1) take reasonable steps to provide an opportunity for the Contractor to end the violation, and shall terminate this Agreement if Contractor does not end the violation within the time specified by the State; (2) immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or (3) report the violation to the Secretary if such cure is not possible.

**C. Effect of Termination**

Upon termination of this contract for any reason, Contractor shall return or destroy all personal information received from the State, or created or received by the Contractor on behalf of the State. This provision shall apply to personal information in possession of subcontractors or agents of the Contractor. Contractor, its agents or subcontractors shall retain no copies of the personal information.

In the event Contractor determines that returning or destroying the personal information is not feasible, the Contractor shall provide the State notification of the conditions that make return or destruction not feasible. If the State agrees that the return of the personal information is not feasible, the Contractor shall extend the protections of this Agreement to such personal information and limit further use and disclosures of such personal information to those purposes that make the return or destruction infeasible, for so long as the Contractor, or any of its agents or subcontractors, maintains such personal information. [45 C.F.R. §164.504(e)(2)(ii)(I)]

**15. Miscellaneous**

A reference in this Agreement to the Privacy and/or Security Regulation means as in effect or as amended.

The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for the State to comply with the requirements of the HIPAA Security and Privacy Regulations and with the requirement of SAM.

The respective rights and obligations of the Contractor under 14, Term and Termination, of this agreement, shall survive the termination of this Agreement.

Any ambiguity in this Agreement shall be resolved to permit the State to comply with the HIPAA Security and Privacy Regulations and with the requirements of SAM.

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**References:**

United States Department of Health and Human Services, Office for Civil Rights, Medical Privacy - National Standards to Protect the Privacy of Personal Health Information  
<http://hhs.gov/ocr/hipaa>

United States Department of Health and Human Services, Centers for Medicare and Medicaid Services – Security Standards <http://www.cms.hhs.gov/SecurityStandard/>

State Administrative Manual - <http://sam.dgs.ca.gov/>

## CONFIDENTIALITY AGREEMENT

<Name of Entity/Project>

### ***Required for Release of DDS Data per the State Administrative Manual Section 5310***

I hereby acknowledge that Department of Developmental Services (DDS) records and documents are subject to strict confidentiality requirements imposed by State and Federal laws including California Welfare and Institutions Code sections 4514, 5328, and 15600 et seq; California Penal Code 11167.5; and the Health Insurance Portability and Accountability Act of 1996 Parts 160 and 164.

I assure that the appropriate provisions of both State and Federal law have been met by my organization and further assure that all agents of my organization, including subcontractors, understand that unauthorized use, dissemination or distribution of DDS personal information is a crime and that breaches of confidentiality and security are subject to civil and criminal penalties.

I assure that agents, including subcontractors, of my organization will not use, disseminate or otherwise distribute records or documents containing DDS personal information, either on paper or by electronic means, other than as required in the performance of their duties per this contract.

I agree that unauthorized use, dissemination or distribution of DDS records, documents or information is grounds for immediate termination of my organization's contract with the DDS and may subject me to penalties, both civil and criminal.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name/Title (Print)





**Mile Square Golf Course – Limited Partnership  
DBA – Mile Square Golf Course  
Tax ID # 95-2574063**

#

**CATERING / MEETING SERVICES  
AGREEMENT AND BANQUET POLICIES**

**Event Date: May 6, 2011**

**Event Times: 9 am – 12 pm**

**Event Name: Coastline EOPS**

**Room: AB**

We sincerely look forward to hosting your event at Mile Square Golf Course. Please review, sign and date this Catering / Meeting Services Agreement and Golf Course Policies.

- 1. Guarantee, Deposits and Cancellation:** Patron shall, at least ten days prior to the day of your event by 12:00 noon, specify to the Catering Department, the exact number to be in attendance. This number shall constitute a guaranteed minimum and final payment will be due at that time. The guarantee may not be reduced after the ten-day deadline. Mile Square Golf Course will be prepared to undertake a five-percent overage in your guarantee. Any additional people who attend the event will be considered guests, and the client will be charged accordingly at the conclusion of the event.

In the event that the Catering Department does not receive a guaranteed attendance from the Patron as stated by conditions above, the Catering Department will consider the expected number of guests indicated in the copy of the Banquet Event Order, as the guarantee of the function and will charge accordingly.

A deposit in the amount of \$500.00, (which amount represents the charge for space reserved) shall be paid by the Patron to Mile Square Golf Course at the time of signing this Agreement. In the event of cancellation, 50% of all monies received (including this deposit) will be refunded if a 60-day notice has been given. Any event cancelled less than 60 days from event date is non-refundable. Please note that this deposit directly applies to the final bill for the event and will be credited to the cost of the function.

In the event of a disaster, Mile Square Golf Course reserves the right to cancel any event if the facility is deemed not acceptable for human occupancy. If this occurs, all deposits will be refunded in full.

- 1a. Deposit:** Deposit will be \$500.00. A deposit for a room or function is not final until this Agreement has been signed and returned to the Catering Department with a deposit check. Please note that on holidays and in the month of December, a 50% deposit is required for all functions held.
- 1b. Room Rentals and Schedules:** The number of people anticipated assigns room. We reserve the right to change groups to a room suitable to the attendance, if the anticipated attendance drops or increases.
- 1c. Occupancy:** Client acknowledges that the optimum occupancy, without a dance floor, in Banquet Room A is 100 people, in Banquet Room B is 80 people and in Banquet Room C is 230 people. Should your function exceed the number of people held in each Banquet Room, an additional room, if available, will be connected to meet your capacity.
- 2. Minimum Attendance:** Mile Square Golf Course offers functions for groups under twenty-five (25) people; however due to the cost of labor for such groups, all evening functions will require a minimum food and beverages spending of \$1,000.00, unless previously authorized by the Catering Director. Extensive set-up may be subject to additional charge. Each of the rooms reserved at Mile Square Golf Course requires minimum spending for food and beverage. The minimum food and beverage requirement for your event is \$1,000.00.

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3. **Taxes:** Addition to the charges set forth elsewhere in this Agreement, the Patron agrees to pay separately, any and all Federal, State, Municipal or other taxes imposed on or applicable to the event of this Agreement.
- 3a. **Service Charge:** There is a 19% service charge added to the total food and beverage charges. Please note that the service charge is taxable as required by law.
4. **Payment in Advance:** Payment in full for the entire contract price must be made in cash or certified bank check at the ten-day guarantee. Payments made between nine and seven days will require a 3% vendor service fee. If payment is not made, the golf course reserves the right to cancel the function and retain the entire deposit. In the event a balance remains due and unpaid at the conclusion of the function, payment is due at that time. Please arrange to meet with your Banquet Captain or Catering Manager at the conclusion of your function to settle your account. Unpaid balances are subject to an immediate late payment charge imposed at the rate of 1.5% per month (annual rate 18%), or the maximum allowed by law, of the unpaid balance, and reasonable cost of collection, including attorney fees. Please contact us immediately if you have any questions regarding this statement. Mile Square Golf Course also reserves the right to require a credit card authorization form along with final payment. If required, Mile Square Golf Course is only authorized to use the credit card if patron neglects to pay any unpaid balance at the conclusion of the event.

When Patron has chosen not to utilize a florist/decorator, the Catering Staff is not responsible for the storage, transfer or assembly of Patrons decorations and centerpieces. Patrons will need to make prior arrangements with friends and family for set-up and transfer of decorations, centerpieces and floral arrangements.

At the time of final count and final payment, Mile Square Golf Course may require that you submit a complete guest list to the catering office. If asked to do so, a typed list containing names and number of guests anticipated is required. In the event that the client neglects to provide Mile Square Golf Course with this list, the event is subject to cancellation.

One day prior, please bring in any small wedding favors, toasting glasses, cake knives, place cards, engagement photo, guest book, etc. to the Catering Department Office, clearly marked, to be locked up until your event date. Our banquet staff will be happy to put items out that day. The golf course will not take responsibility for items brought to any other area of the golf course.

5. **Price Increases:** Prices quoted reflect menu prices currently in effect at the time of event booking and may be used as an estimate. Patron agrees however, that such prices are subject to change and actual prices charged would be those menu prices in effect at the time the event takes place. Mile Square Golf Course guarantees that any price increase will not exceed five percent (5%) of menu price at the time of booking.
6. **Menu Preparation:** To ensure that all details of your event are handled in a professional manner, we require that your menu selections and specific detailed needs be finalized no later than four (4) weeks prior to your function. At that point you will receive a copy of your Banquet Event Order upon which you may make any changes you may deem necessary. We then ask you to return a signed copy of the Banquet Event Order.
7. **Cash and Consumption Bar Charges:** There is a \$100.00 bartender charge for a bartender. The Catering Department offers 2 ways to set up your bar arrangements:  
If a bar service is not ordered by the Patron, the restaurant bar will close at its usual time.

**Host Bar:** A minimum of \$250.00 in bar purchases is required to open a hosted bar. The current service charge and tax on the bar tab will be charged to the Patron's account. A \$100.00 bartender fee for a five

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(5) hour period applies.

**Cash Bar (No Host):** Cocktails, beer, wine and soft drinks will be charged at current prices. A bartender fee will be charged as follows: \$100.00 for a five (5) hour period.

8. **Labor Charges:** On some specialty menus, additional service staff might be needed. While adequate service staff is always available for your event, additional service staff can be made available at the following rate:

\*Chefs Carver: \$75.00

\*Wait Staff: \$15.00 per hour

\*Security Agents: Will be required for functions of 150 or more or if an event exceeds the 11:00 p.m. time frame. The Security Agent will be selected by Mile Square Golf Course with all costs billed to Patron.

If the Patron uses the Banquet Room for any time beyond the hours of the function set forth, the overtime costs will be applied at \$1,000.00 per hour.

Standard weekend event hours are as follows;

**Daytime Events: 11:00 a.m. thru 3:00 p.m. Evening Events: 6:00 p.m. thru 11:00 p.m.**

Please note that these are guidelines, all event hours must be approved by the Catering Department.

Should the client elect to change the date of their function after they have made their deposit, a \$500.00 fine will be charged.

It is the responsibility of the client to ensure that all vendors will arrive for event set-up no more than one (1) hour prior to the events start time and all vendors will vacate Mile Square Golf Course property within forty-five minutes (45) of the conclusion of the event. If additional time is required, please contact the catering office for approval and/or fees.

Each event held at Mile Square Golf Course is required to provide a \$500.00 "security/cleaning deposit". This deposit will be used by Mile Square Golf Course in the event that any damage, equipment theft, failure to follow the club policy regarding alcohol, carpet spotting, excessive mess left from party or excessive wear is done to any part of the golf course premises during any time such premises are under the control of the Patron's agents invitees, employees or independent contractors employed by the Patron. In the event that Mile Square Golf Course does not use the "security/cleaning deposit", the balance of the deposit will be refunded.

9. **Displays and Decorations:** All displays, signs, and/or decorations must be approved in advance by the Catering Manager prior to the start of your function. Any personal property of Patron, the Patron's guests or invitees brought on the premises of the golf course and left thereon, shall be at the sole risk of the Patron, and the golf course shall not be liable or any loss or damage to any such property for any reason. Also, please advise your Catering Manager of any outside vendors with unusual power requirements that many need extra power in our ballrooms. Room configurations, including placement of the dance floor is at the discretion of the Catering Department. While Mile Square Golf Course is pleased to offer a variety of linen colors, it is the sole responsibility of the client to advise Mile Square Golf Course of their color selection no later than 4 weeks prior to the event. Should client elect not to inform the catering department Mile Square Golf Course will use our house colors. Absolutely no nails, tacks, tape, confetti, glitter, birdseed, bubbles or rice shall be used inside the facility. Any use of any forbidden items listed above will result in complete loss of "security/cleaning deposit".
10. **Music and Entertainment:** Mile Square Golf Course does not require the use of any particular vendors, however all companies contracted by patron are subject to the approval of the Catering Department. Live music and bands are not allowed at Mile Square Golf Course unless previously approved by the Catering Department.
11. **Provision of Food and Beverage:** Neither Patron nor any of Patron's guests or invitees may bring food or beverage of any kind into the facility from off-premises without authorization from Mile Square Golf Course. The State of California regulates the sale, service and consumption of alcoholic beverages. The

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golf course is an alcoholic beverage licensee and is subject to regulations promulgated by the state. Violations of which may jeopardize the golf course license. Consequently, it is the golf course's policy that alcoholic beverages may not be brought into the facility from outside sources. The golf course requires that only banquet servers and bartenders dispense beverages. Our alcoholic beverage license requires the golf course to request proper identification (photo I.D.) of any person of questionable age and may refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced. Furthermore, it allows the golf course to refuse alcoholic beverage service to any person whom in the golf course's judgment appears intoxicated. The guaranteed count is considered the only guests who will attend the event. No guests are allowed other than those who are part of the guaranteed count. In the event a patron or their guest brings in alcohol without approval, the security deposit will result in complete loss.

Mile Square Golf Course advocates non-drinking and driving and requires all our Patrons and guests of Patrons to do the same. Patron shall conduct the function in an orderly manner in full compliance with applicable laws, regulations and golf course rules. The Patron assumes full responsibility for the conduct of all persons in attendance and any damage done to any part of the golf course premises during any time such premises are under the control of the Patron's agent's invitees, employees or independent contractors employed by the Patron. Conduct of each guest is the responsibility of the Patron and any children (17 or under) of guests or patron will be required to remain inside the designated rooms unless accompanied by a parent or legal guardian. In the event that any minor (guest) is drinking alcoholic beverages during the event, the event will be immediately terminated by Mile Square Golf Course and the event will be considered finished. In the event that there is any incident that is considered threatening to any employees or guests of the event, the event will also be considered finished.

12. **Indemnification:** Patron agrees to protect, indemnify, defend and hold harmless the golf course, the partners, and their employees, the County of Orange and agents, against all claims, losses or damages to persons or property. Government charges, fines and cost (including reasonable attorney's fees) arising out of or connected with the event, including but not limited to, the installation, removal, maintenance, occupancy, or use of the premises, or part thereof, by Patron, or any guest, invitee, or agent of Patron, or any independent contractor hired by Patron, except those claims arising out of the negligence or willful misconduct by Mile Square Golf Course

13. **Authority:** The undersigned officer of Patron represents that he or she has the authority to execute this Agreement of behalf of Patron.

Patrons Signature \_\_\_\_\_ Date \_\_\_\_\_

Catering Managers Signature \_\_\_\_\_ Date \_\_\_\_\_

**DEPOSIT AND SIGNED CONTRACT MUST BE RETURNED TO SECURE EVENT DATE.**

Initial \_\_\_\_\_

# Coast Community College District

CHANGE ORDER

No. 010

**TITLE:** 01: Continental Plumbing

**DATE:** 9/7/2010

**PROJECT:** OCC Student Centre Renovation

**CCCD PROJ NO:** 12140925

**TO:** Attn: Dave King  
Continental Plumbing

**CONTRACT NO:** PO#320149

**DSA NO:**

**ARCH PROJ NO:**

**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Gas Main Relocation \$21,047.00

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Gas Main Relocation	\$21,047.00

**Unit Cost:** \$21,047.00

**Unit Tax:** \$0.00

**Total:** \$21,047.00

The Original Contract Sum was	\$227,461.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$227,461.00
The Contract Sum Will be Increased	\$21,047.00
The New Contract Sum Including This Change Order	\$248,508.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Continental Plumbing

Coast Community College District

AEPC Group

By: \_\_\_\_\_  
Dave King

By: \_\_\_\_\_  
Pres. Governing Board

By: \_\_\_\_\_  
Ted Oyama

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Coast Community College District

CHANGE ORDER

No. 05Q

**TITLE:** 05: Cosco Fire Protection  
**PROJECT:** OCC Consumr Hlth & Lab Science Bldng  
**TO:** Attn: Zachary Caldwell  
Cosco Fire Protection  
501 W. Southern Ave.  
Orange, CA 92865  
Phone: 714-974-8770 Fax: 714-974-3451

**DATE:** 9/3/2010  
**CCCD PROJ NO:** 12020-964  
**CONTRACT NO:** PO316527  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Fire line relocation out of the City of Costa Mesa's Storm Drain Easement per CCD #50R1. \$34,426.00

## COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Fire Line Relocation per CCD #50R1	\$34,426.00

**Unit Cost:** \$34,426.00  
**Unit Tax:** \$0.00  
**Total:** \$34,426.00

The Original Contract Sum was	\$372,477.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$372,477.00
The Contract Sum Will be Increased	\$34,426.00
The New Contract Sum Including This Change Order	\$406,903.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Cosco Fire Protection

Coast Community College District

LPA

By: \_\_\_\_\_  
Zachary Caldwell

By: \_\_\_\_\_  
Pres. Governing Board

By: \_\_\_\_\_  
Young Min

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 9

# Coast Community College District

CHANGE ORDER

No. 05T

**TITLE:** 05: Berg Electric  
**PROJECT:** OCC Consumr Hlth & Lab Science Bldg  
**TO:** Attn: David Extale  
Berg Electric (Electrical )  
3595 Cadillac Ave.  
#101  
Costa Mesa, CA 92626  
Phone: 714-433-7100 Fax: 714-433-7111

**DATE:** 9/3/2010  
**CCCD PROJ NO:** 12020-964  
**CONTRACT NO:** PO316495  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 High Voltage Cable Line Repair \$59,525.00

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	High Voltage Cable Line Repair	\$59,525.00

**Unit Cost:** \$59,525.00

**Unit Tax:** \$0.00

**Total:** \$59,525.00

The Original Contract Sum was	\$3,310,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$3,310,000.00
The Contract Sum Will be Increased	\$59,525.00
The New Contract Sum Including This Change Order	\$3,369,525.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Berg Electric (Electrical )

Coast Community College District

LPA

By: \_\_\_\_\_  
David Extale

By: \_\_\_\_\_  
Pres. Governing Board

By: \_\_\_\_\_  
Young Min

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Official Public Hearing and Adoption of the 2010-2011 Budget for the Coast Community College District**

The open hearing on the 2010-2011 Budget for the Coast Community College District is now in session. Legal notice announcing the public inspection and public hearing had been published by the Orange County Superintendent of Schools as authorized by Title 5 of the California Code of Regulations, Section 58301.

**ESTIMATES REVENUE**

Estimated State revenue has been adjusted to reflect -0.38 COLA and \$110 per FTEs Unrestricted Lottery Revenue.

Local revenue reflects enrollment fees of \$26 per unit and interest earnings of \$400,000. All other revenues are budgeted based on allocation in the state budget act. Revenue adjustments and additional one-time funds will be added to the budget when allocated to the District.

**APPROPRIATION CHANGES**

Appropriation changes reflect projections for expenditures in contract salaries including negotiated salary increases for full-time faculty. Staff health benefits for 2010-2011 are projected with a \$1,500 increase over the 2009-2010 budget at \$14,300 per employee. The PERS rate has been adjusted up slightly to 10.7%. Funds are provided for a 2% of contract salaries charge for future retiree health benefits.

Each college is being provided a base allocation, fixed costs increases and \$3,531 per FTEs in the budget model. Final allocations include each college and the district office sharing in budget cuts of \$13 million. These cuts will come from salary savings from vacant positions, reduced hourly staff, and reductions in other discretionary expenditures. Overall the district addressed a \$13.8 million reduction in the budget by eliminating 106 positions through the ENDS program and existing vacancies; reducing summer class offerings by 50%; and eliminating an additional \$1.0 million from the non-instructional hourly budget.

**RESERVES**

The district has set aside a 6.3% reserve for contingency for 2010-2011 (\$13,500,000). The reserve is based on prior year's actual general fund expenses.

The Retirees Liability Fund has \$41.1 million set aside in the JPA Trust and district funds.

A summary of estimated revenue sources and appropriations is presented below. It is noted that 82.76% of all appropriations are staff related, i.e., salaries and benefits.

<u>REVENUE</u>			<u>APPROPRIATIONS</u>		
Federal	\$ 8,883,008	4.23%	Certificated Salaries	\$73,419,506	34.98%
State	82,061,398	39.09%	Classified Salaries	51,538,206	24.55%
Local	118,464,130	56.44%	Staff Benefits	48,760,557	23.23%
Other	<u>500,000</u>	<u>0.24%</u>	Books, Supplies & Materials	4,344,660	2.07%
			Operating Expenses/Services	25,302,343	12.05%
			Capital Outlay	2,590,851	1.23%
			Financial Aid & Other Outgo	<u>3,952,413</u>	<u>1.89%</u>
	\$209,908,536	100.00%		\$209,908,536	100.00%
			Reserve for Contingency (UR)	13,500,000	
			Undesignated Funds	1,000,000	
			Board Election	550,000	
			Entity Beginning Balance	<u>1,491,734</u>	
Beg. Balance	<u>\$19,698,262</u>			<u>\$19,698,262</u>	
	\$229,606,798			\$229,606,798	

The Capital Outlay Fund, GO Bond Fund, Child Development Fund, Self-Insurance Fund, and the Non-Restricted Reimbursable Operations Fund are presented for consideration. All revenues in these funds are appropriated for specific purposes. The official budget includes special budgets for all auxiliary operations (bookstores, associated student body operations, and co-curricular funds).

It is recommended by the Chancellor that following the public hearing, when interested citizens may address the Board on the Budget, the hearing be closed and the Budget be adopted as presented for the 2010-2011 fiscal year.

It is further recommended that authorization be granted to the District Administration to file the Budget with the State Chancellor's Office with any minor adjustments as needed.